

SOLICITATION

FINAL

| | | | | | | | |
|---|---------------------------------------|------------------|---|---------------------------------|---|---|------------|
| 1. SOLICITATION NO. N00024-10-R-3031 | | 2. AMENDMENT NO. | | 3. EFFECTIVE DATE 01/27/2010 | | 4. PURCHASE REQUEST NO. To be determined | |
| 5. ISSUED BY Nathan A Quinn NSWC, CARDEROCK DIVISION, PHILADELPHIA NAVSSSES Philadelphia PA 19112-1403 nathan.a.quinn@navy.mil 215-897-7028 | | | | 6. ADMINISTERED BY | | | |
| 7. CONTRACTOR | | | | FACILITY | | 8. DELIVERY DATE See Section F | |
| | | | | | | 9. CLOSING DATE/TIME 02/27/2010 1600 <small>(hours local time – Block 5 issuing office)</small> | |
| | | | | | | SET ASIDE TYPE No | |
| | | | | | | 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 | | | 22. TOTAL |
| | | | | By: | | | |
| | | | | | | | |
| | | | | CONTRACTING/ORDERING OFFICER | | | |
| SECTION | DESCRIPTION | | | SECTION | DESCRIPTION | | |
| B | SUPPLIES OR SERVICES AND PRICES/COSTS | | | H | SPECIAL CONTRACT REQUIREMENTS | | |
| C | DESCRIPTION/SPECS/WORK STATEMENT | | | I | CONTRACT CLAUSES | | |
| D | PACKAGING AND MARKING | | | J | LIST OF ATTACHMENTS | | |
| E | INSPECTION AND ACCEPTANCE | | | K | REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS | | |
| F | DELIVERIES OR PERFORMANCE | | | L | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS | | |
| G | CONTRACT ADMINISTRATION DATA | | | M | EVALUATION FACTORS FOR AWARD | | |

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GENERAL INFORMATION

1. The incumbent for this requirement is Life Cycle Engineering.
Contract # N65540-05-D-0008
2. This Task Order is solicited unrestricted in Zone 1.

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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 | Engineering and Technical Services IAW Section C during the period from date of award through 12 months after date of award. (TBD) | 1.0 Lot | | | |
| 4100 | Option Year 1 Labor Same as CLIN 4000 except during the period from 13 months after date of award through 24 months after date of award. (TBD) Option | 1.0 Lot | | | |
| 4200 | Option Year 2 Labor Same as CLIN 4000 except during the period from 25 months after date of award through 36 months after date of award. (TBD) Option | 1.0 Lot | | | |
| 4300 | Option Year 3 Labor Same as CLIN 4000 except during the period from 37 months after date of award through 48 months after date of award. (TBD) Option | 1.0 Lot | | | |
| 4400 | Option Year 4 Labor Same as CLIN 4000 except during the period from 49 months after date of award through 60 months after date of award. (TBD) Option | 1.0 Lot | | | |

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For ODC Items:

| Item | Supplies/Services | Qty | Unit Est. Cost |
|------|---|---------|----------------|
| 6000 | Base Period Support Costs of \$1,000,000.00 for travel, material, and other direct costs during the period from the date of award through 12 months after the date of award. (TBD) | 1.0 Lot | |
| 6100 | Option Year 1 Support Costs of \$1,000,000.00 for travel, material, and other direct costs during the period from 13 months after the date of award through 24 months after the date of award. (TBD) Option | 1.0 Lot | |
| 6200 | Option Year 2 Support Costs of \$1,000,000.00 for travel, material, and other direct costs during the period from 25 months after the date of award through 36 months after the date of award. (TBD) Option | 1.0 Lot | |
| 6300 | Option Year 3 Support Costs of \$1,000,000.00 for travel, material, and other direct costs during the period from 37 months after the date of award through 48 months after the date of award. (TBD) Option | 1.0 Lot | |
| 6400 | Option Year 4 Support Costs of \$1,000,000.00 for travel, material, | 1.0 Lot | |

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and other direct costs during the period from 49 months after the date of award through 60 months after the date of award. (TBD)
Option

Notes:

- 1) This solicitation is expected to result in the award of a cost-plus-fixed-fee level of effort task order.
- 2) Any performance beyond the base period is contingent upon the Award Term of the basic Seaport contract being exercised. In the event it is not exercised, the period of performance will be revised accordingly.
- 3) Exercise of Option CLIN's in award term periods are contingent upon the award term option period of the basic contract being exercised.
- 4) If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through cost is considered fee in their cost proposal. The maximum labor pass through rate (which includes all adders and any prime contractor fee applied to subcontractor labor costs) shall not exceed 8%.
- 5) The Conflict of Interest Clause cited in the basic contract is hereby invoked.

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 107,000 man-hours of direct labor. The estimated composition of the 107,000 man-hours of direct labor can be found in the chart below. On Site Labor refers to labor performed at the Contractor's Facility and Off Site Labor refers to labor performed at NSWCCD in Philadelphia, PA.

| Labor Category | Base Period | Option 1 | Option 2 | Option 3 | Option 4 |
|---------------------------------|--------------|--------------|--------------|--------------|--------------|
| Program Manager | 2000 | 2000 | 2000 | 2000 | 2000 |
| Senior EQT Engineer | 2000 | 2000 | 2000 | 2000 | 2000 |
| EQT Project Manager | 2000 | 2000 | 2000 | 2000 | 2000 |
| EQT Engineer | 2000 | 2000 | 2000 | 2000 | 2000 |
| EQT Engineer (OT) | 200 | 200 | 200 | 200 | 200 |
| EQT Engineering Technician | 4000 | 4000 | 4000 | 4000 | 4000 |
| EQT Engineering Technician (OT) | 400 | 400 | 400 | 400 | 400 |
| EQT Ordnance Technician | 2000 | 2000 | 2000 | 2000 | 2000 |
| EQT Ordnance Technician (OT) | 200 | 200 | 200 | 200 | 200 |
| EQT Safety Coordinator | 2000 | 2000 | 2000 | 2000 | 2000 |
| EQT Safety Coordinator (OT) | 200 | 200 | 200 | 200 | 200 |
| EQT Support Person | 4000 | 4000 | 4000 | 4000 | 4000 |
| EQT Support Person (OT) | 400 | 400 | 400 | 400 | 400 |
| Total Hours | 21400 | 21400 | 21400 | 21400 | 21400 |

* Denotes Key Personnel

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered nonresponsive.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK TO PROVIDE ENVIRONMENTAL QUALIFICATION TEST (EQT) SUPPORT TO NSWCCD CODE 95

1.0 BACKGROUND

The Naval Surface Warfare Center, Carderock Divisions (NSWCCD), Code 95 is the In Service Engineering Agent (ISEA) for surface ship and submarine instrumentation and sensors and is also responsible for coordinating Environmental Qualification Test (EQT) activities for NSWCCD Philadelphia cognizant systems and equipment. NSWCCD Code 95 is the ISEA for the Navy's Shipboard Instrumentation and Systems Calibration (SISCAL) Program. The purpose of this task order is to provide NSWCCD Code 95 with the requisite EQT services to perform the functions under their cognizance for surface ships and submarines, in support of all systems aboard Navy ship and submarines.

2.0 SCOPE OF WORK

Work performed under this contract will include, but not be limited to EQT support services listed below. This support shall be provided for Code 95 in Philadelphia, PA, at EQT facilities, and onboard U.S. Navy ships and submarines.

3.0 REFERENCE DOCUMENTS

NAVSEA Fleet Modernization Program (FMP) Management and Operations Manual (NAVSEA SL720-AA-MAN010/020) Rev-2 (June 2002)

3.2 Technical Specification 9090-600A (June 2002)

3.3 General Specification for Overhaul of Surface Ships, S9AA0-AB-GSO-010 (November 2004)

Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems, Requirements for (MIL-S-901D) (17 March 1989)

Mechanical Vibrations of Shipboard Equipment (Type I - Environmental and Type II – Internally Excited) (MIL-STD-167-1A) (02 November 2005)

Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment (MIL-STD-461F) (10 December 2007)

Environmental Engineering Considerations and Laboratory Tests (MIL-STD-810G) (31 October 2008)

3.8 Noise Limits (MIL-STD-1474D) Notice 1 (29 August 1997)

3.9 Airborne Noise Testing (MIL-STD-740-1) (30 December 1986)

Definitions and Basic Requirements for Enclosures for Electronic Equipment (MIL-STD-108E) (8

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August 1990)

General Requirements for Electronic Equipment Specifications, MIL-STD-2036, REV D, Notice 2 (October 29, 2001)

3.12 Standard for Safety – Information Technology Equipment (UL 60950) (01 December 2000)

4.0 REQUIREMENTS

ENVIRONMENTAL QUALIFICATION TESTING (EQT) SUPPORT

The contractor shall conduct EQT processes tasked by NSWCCD-SSES, including tests for shock, vibration, EMI, and other environmental engineering considerations, and provide EQT test reports.

4.2 TEST AND EVALUATION SUPPORT

4.2.1 The contractor shall develop procedures for conducting test and evaluation and performing all functions necessary to successfully complete test planning and associated documentation, including identification of test procedures, objectives and thresholds to be achieved, identification of support resources required to conduct the test, identifying evaluation methods, test reporting, procedure, failure feedback mechanism and test scheduling.

The contractor shall provide test support to locate test sites, acquiring or assisting in acquiring access to test site(s), setting up instrumentation, sensors, test ranges, etc., and providing logistical resources. Logistical resource support may include personnel to perform pre-test training, maintenance of instrumentation during data collection, test performance, location and acquisition of spare parts, maintenance of instrumentation, hardware, and software, transportation, trial support, and related functions.

The contractor shall conduct testing, analyzing the results of collected data, including failure or other feedback reports, applying appropriate evaluation techniques, identifying trends, making conclusions and recommendations.

The contractor shall support designated HM&E tests, trials, and evaluations as tasked, which may include sustaining prototype development efforts, analysis of fielded systems and assessment of emerging technologies.

5.0. TECHNICAL AND FINANCIAL REPORTS

Progress and Financial Reports: A monthly progress and financial report shall be submitted to the Task Order Manager (TOM) with a copy to the Contracting Officer.

Technical Reports: Technical reports and conclusions reflecting the work accomplished under each task set forth shall be prepared and delivered to the Government when and in the form required by the Task Order Manager.

Final Delivery: The delivery date of the last of the above reports is not to be later than one month after the completion of the services.

Other Reports: There may be a need for other specific reports, test plans, evaluation reports or documentation created as an integral part of a tasking under this task order. Report format, contents and delivery requirements will be specified at the time of the technical instruction

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issuance.

Travel Reports: For any remote travel required, the contractor will report the destination, number of travelers, duration of stay, task milestones completed, site points of contact, ship, and hull number visited.

6.0 PERSONNEL QUALIFICATIONS

General Requirements

1. The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder and where requested provide resumes and similar work experience to document employee competencies. The contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the task order specification requirements. In the event an individual proposed for performance under the resultant task order is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual who states the individual's intent to accept employment with that offeror within thirty (30) days of task order if the contract is awarded to the offeror

a. The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task order. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement.

b. If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

2. Key Personnel – The following labor categories are designated Key Personnel for this task order. Multi-trades tasking has been identified as a methodology of reducing manpower requirements. Resumes will be submitted for each category in the quantities indicated in parenthesis by the key category description.

The target qualifications and experience for the respective key labor categories are as follows.

Program Manager (1 resume): Bachelor's degree from an accredited college or university and 10 years experience in the logistics, engineering, and/or program management support of US naval HM&E systems and equipment. Working knowledge of US Navy organizations, including their functions and responsibilities.

Senior EQT Engineer (1 resume): BS degree in engineering and a total five years experience conducting pre-test analysis and planning, test operations, and post-test evaluation and reporting for EQT processes.

3. Non-Key Personnel – The following labor categories are designated non-Key Personnel for this task order. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified below as non-key. The offeror must certify that all proposed personnel meet the prescribed requirements.

The required qualifications and experience for the respective non-key labor categories are as follows.

EQT Project Manager: High school graduate or GED and five years experience

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coordinating the scheduling, budgeting, and execution of EQT events.

EQT Engineer: BS degree from an accredited college or university and two years experience reviewing test requirements and drawings, developing plans and schedules, conducting test operations and inspections, and preparing test reports for EQT events.

EQT Engineering Technician: High school graduate or GED and two years experience determining material requirements and setting up equipment or test instrumentation for EQT events.

EQT Ordnance Technician: High school graduate or GED and two years experience receiving, storing, safeguarding, explosives arming and detonating explosives for EQT events in a safe manner. Must be licensed by the proper local, State and Federal agencies.

EQT Safety Coordinator: High school graduate or GED and two years experience evaluating conditions and hazards and establishing and ensuring compliance with safety precautions for EQT events.

EQT Support Person: High school graduate or GED and experience providing administrative, logistical, technical, or photography support for EQT events.

7.0 FACILITIES

The nature of the work required by the proposed task order requires close liaison with the government. The contractor shall have the ability to work at these locations:

Philadelphia Navy Yard, Philadelphia, PA (in support of NSWCCD Philadelphia)

Naval Station Norfolk, Norfolk, VA (in support of afloat units)

San Diego Navy Base, San Diego, CA (in support of afloat units)

8.0 OVERTIME

Overtime is required to support the timely completion of instrument and sensor surveys, assessments/grooms, upgrades and EQT events.

8.0 TASK ORDER MANAGER

Drew Napolitan

NSWCCD-SSES Philadelphia Code 937

Telephone Number: (215) 897-8429

CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (AUG 2009)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Environmental Policy and Commitment" within 30 days of commencing performance at NSWCCD-SSES. This document is available at

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<https://crbewebappdev.dt.navy.mil/intranet/documents/policy/Environmental%20Policy.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. This document is available at

<https://crbewebappdev.dt.navy.mil/intranet/esh/documents/Contractor%20EMS%20Awareness%20Training.doc>

(d) The Contractor shall certify by e-mail to Paul Breeden/Code 023 (paul.breeden@navy.mil) that on-site employees have read the "Carderock Division Environmental Policy and Commitment" and taken the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employee name, work site, and contract number.

CAR-C03 ON-SITE SAFETY AWARENESS (AUG 2009)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the document entitled, "Carderock Division Occupational Safety and Health Policy Statement" within 30 days of commencing performance at NSWCCD-SSES. This document is available at: <https://crbewebappdev.dt.navy.mil/intranet/documents/policy/OccupationalSafety.pdf>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCCD-SSES completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCCD-SSES. This document is available at:

<https://crbewebappdev.dt.navy.mil/intranet/esh/documents/VPP%20Awareness%20Training%20for%20Contractors.doc>

(d) The Contractor shall certify by e-mail to Thomas Egan/Code 022 (thomas.egan@navy.mil) that employees have read the "Carderock Division Occupational Safety and Health Policy Statement" and taken the Voluntary Protection Program (VPP) awareness training within 30 days of commencing performance at NSWCCD-SSES. The e-mail shall include the employees name, work site, and contract number.

(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 022 to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

(f) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily

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posted immediately upon commencing performance at NSWCCD-SSES.

(g) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(h) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD-SSES to the Safety Office (Code 022).

(i) The contractor shall ensure that all contractor work at NSWCCD-SSES is in accordance with the Occupational Safety and Health (OSH) Program Manual (NAVSSSESINST 5100.14). The OSH Program Manual is available at:

<https://crbewebappdev.dt.navy.mil/intranet/instr/s5100-14g.htm>

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SECTION D PACKAGING AND MARKING

Section D

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Ship all Reports/Data to the following address:

Attn: Drew Napolitan
NSWCCD-SSES Philadelphia Code 937
1000 Kitty Hawk Avenue
Building 77L
Philadelphia, PA 19112

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 at Destination by NSWCCD -SSES, Code 954 Personnel.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The following are estimated periods of performance:

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

| | |
|------|---------------------|
| 4000 | 4/6/2010 - 4/5/2011 |
| 6000 | 4/6/2010 - 4/5/2011 |

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

| | |
|------|---------------------|
| 4100 | 4/6/2011 - 4/5/2012 |
| 4200 | 4/6/2012 - 4/5/2013 |
| 4300 | 4/6/2013 - 4/5/2014 |
| 4400 | 4/6/2014 - 4/5/2015 |
| 6100 | 4/6/2011 - 4/5/2012 |
| 6200 | 4/6/2012 - 4/5/2013 |
| 6300 | 4/6/2013 - 4/5/2014 |
| 6400 | 4/6/2014 - 4/5/2015 |

The period of performance is as follows: Date of Award through 60 months thereafter, assuming all options exercised.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Drew L Napolitan, 9161
5001 South Broad St.
Philadelphia, PA 19112-1403
drew.napolitan@navy.mil
215-897-8429

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:

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

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

| | |
|-------------------------|----------------------|
| Issue DODAAC | <u>N65540</u> |
| Admin DODAAC | <u>TBD</u> |
| Pay Office DODAAC | <u>TBD</u> |
| Inspector DODAAC | <u>N/A</u> |
| Service Acceptor DODAAC | <u>N65540</u> |
| Service Approver DODAAC | <u>N/A</u> |
| Ship To DODAAC | <u>See Section F</u> |
| DCAA Auditor DODAAC | <u>TBD</u> |
| LPO DODAAC | <u>N/A</u> |
| 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: ****drew.napolitan2navy.mil |
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(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.

(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.

(End of Clause)

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 contract. The total level of effort for the performance of this contract shall be 107,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 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. 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 411 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

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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:

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)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

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the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, 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.

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(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 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 | Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task | Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task |

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|-----------------------|--|---|---|
| Staffing | Order). Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly. | Order). Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy. | Order). 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: CONTRACT 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. |
| 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 |
|-----------|----------------|--------------|-----------|
|-----------|----------------|--------------|-----------|

| | | | |
|----------------|--|---|---|
| CostManagement | 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. |
| CostReporting | 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. |

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLIC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and

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email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor 5 days prior to the expiration of the Task Order; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least 10 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed sixty months.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.224-1 Privacy Act Notification

FAR 52.224-2 Privacy Act

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;

(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)

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SECTION J LIST OF ATTACHMENTS

Attachment I - Contract Security Classification Specification DD Form 254

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

If the Certifications and Representations provided in response to the Basic Contract have changed, the offeror is required to provide any updated copy with their response to this solicitation.

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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 Task Order resulting from this solicitation.

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2007)(NSWCCD)

1.0 General

Offerors may submit questions requesting clarification of solicitation requirements via the SeaPort portal. It is requested that all questions be received by close of business TBD, as time may not permit response to questions received after the date to be prepared and issued prior to the receipt of proposals. For proposal purposes, the estimated date of the task order award is 4/30/10.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

2.1 Proposals must be submitted electronically no later than 4:00 PM Eastern Standard Time on the closing date specified on page 1 block 9 of the RFP, via the Auction Services Site. Offerors must comply with the detailed instructions for the format and content of the proposal. Proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the offeror ineligible for award. A minimum offer acceptance period of 180 days is hereby established for this solicitation.

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

- 8.5 x 11 inch paper
- Single-spaced typed lines
- No graphic or pictures
- Tables are allowed for the list of key personnel
- 1 inch margins
- 12-point Times New Roman Font in text
- No hyperlinks
- Microsoft Word software
- All files named with the file extension.doc
- Supporting Cost Data may contain spreadsheets in Microsoft Excel Software, with all files named with the extension.xls

3.0 PROPOSAL CONTENT

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

3.1.1 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. The Offeror shall provide their Contractor and Government Entity (CAGE) code as well as an email address for the Contracting Point of Contact. The letter shall state proposal validity through 180 days.

3.1.2 Section B, with cost and cost-plus-fixed-fee information filled in by the offeror. (Instead of replicating the Section B schedule, offerors may provide a chart clearly identifying each SLIN (just the number itself) and provide the proposed estimated cost, fixed fee and total CPPF (for the cost-plus-fixed-fee type SLINS) or the proposed estimated total cost (for cost-type SLINS).

3.2 Technical Proposal

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The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocations and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers 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 in the following THREE (3) sections, and shall address in detail the following information. It is noted that the technical proposal shall not exceed 25 pages in length, resumes excluded.

PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

Offerors are required to submit a Technical Proposal addressing the evaluation factors described below:

- (1) Technical Proposal
 - Subfactor 1a: Corporate Experience
 - Subfactor 1b: Personnel
 - Subfactor 1c: Management Approach/Quality Assurance

- (2) Past Performance/Subcontracting Plan

3.2.1 Corporate Experience

The offeror shall submit a narrative to demonstrate related corporate experience and the ability to meet all the requirements of the SOW.

3.2.2 Personnel

Offerors will only be required to submit resumes for key personnel positions. Resumes submitted are limited to the numbers designated in Section C. The offerors shall use the following format for written key personnel resumes:

- Labor Category
- Name:
- Security Clearance:
- Current Employer:
- Education/Training: (list any diplomas and/or degrees obtained, institution, year obtained)
- Summary: (provide a concise summary paragraph on why this individual was selected as key personnel)
- Directly Related Work Experience: (list each relevant job title, the inclusive dates of employment (month/yr), the employer, and a brief synopsis for each job listed on how this experience is directly related to the scope of work of the acquisition under competition.)

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NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to use of subcontractor personnel, as well as the prime contractor's personnel.

Personnel will be evaluated in terms of experience, education and training as stated in the personnel qualifications in the labor categories listed in Section C, and specific experience directly related to the task statements in the Scope of Work. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified as non-key. The offeror must certify that all proposed personnel meet the prescribed requirements.

The target qualifications and experience for the respective personnel categories are as follows:

KEY PERSONNEL

- a. Program Manager (1 resume): Bachelor's Degree from an accredited college or university and 10 years experience in the logistics, engineering, and/or program management support of US Naval HM&E systems and equipment. working knowledge of of US Navy organizations, including their functions and responsibilities.
- b. Senior EQT Engineer (1 resume): BS Degree in Engineering and a total of five years experience conducting pre-test analysis and planning, test operations, and post-test evaluation and reporting for EQT processes.

NON-KEY PERSONNEL:

- a. EQT Project Manager: High School Graduate or Equivalent and five years experience coordinating the scheduling, budgeting, and execution of EQT events.
- b. EQT Engineer: BS Degree from an accredited college or university and two years experience reviewing test requirements and drawings, developing plans and schedules, conducting tests operations and inspections, and preparing test reports for EQT events.
- c. EQT Engineering Technician: High School Graduate or Equivalent and two years experience determining material requirements and setting up equipment or test instrumentation for EQT events.
- d. EQT Ordnance Technician: High School Graduate or Equivalent and two years experience receiving, stroing, and safeguarding explosives, arming and detonating explosives for EQT events in a safe manner. Must be licensed by the proper local, state, and federal agencies.
- e. EQT Safety Coordinator: High School Graduate or Equivalent and two years experience evaluating conditions and hazards, and establishing and ensuring compliance with safety precautions for EQT events.
- f. EQT Support Person: High School Graduate or Equivalent and experience providing administrative, logistical, technical, or photography support for EQT events.



3.2.3 Management Approach/Quality Assurance (Maximum – 10 pages)

This section shall provide details on the methodology the offeror will follow in performing the required

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tasks. This section shall provide a realistic schedule and allocation of support for the tasks described in the Statement of Work. In addition, this section shall describe the proposed organizational responsibilities and reporting structure of the project. Proposed policies and procedures for managing and directing the effort shall be addressed, including a discussion of procedures for dealing with unusual or difficult areas encountered during performance. This plan will be evaluated with regard to the sound management and engineering principles employed, quality assurance techniques, the level of detail presented and amount of tracking or oversight used by the offeror. A Quality Assurance Plan shall be provided demonstrating the offerors capability to document and initiate procedures necessary to successfully accomplish the tasks as specified in the SOW.

3.2.3.1 The Government will evaluate offers for award purposes by adding the total Cost for all options to the total Cost for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. **OFFERORS AND THEIR SUBCONTRACTORS ARE REQUIRED TO SUBMIT THEIR COST PROPOSAL UTILIZING THE ATTACHED COST SUMMARY FORMAT (Attachment 4).**

3.3 Past Performance

The offeror shall provide at least two past performance references under which the offeror provided Engineering services similar to work required under the SOW for the proposed task order (contained in Section C of this Solicitation) during the last three years. The information provided should not exceed two pages per reference. Each reference must be provided in the following format:

- a. Contract Number
- b. Customer's name, address, point of contact (whether Government or Commercial) with a valid telephone number, and whether the Offeror was the prime contractor or subcontractor.
- c. Contract Type
- d. Contract Price
- e. Total Labor-Hours of Effort
- f. Period of Performance
- g. Contract Deliverables
- h. A description of the type of work performed under the contract, particularly noting work performed under the reference contract that is similar to work required under the SOW for the proposed contract (contained in Section C of this Solicitation).

The Government intends to review the past performance information on each offeror in the Past Performance Information Retrieval System (PPIRS). In the event the Government cannot obtain adequate past performance information from PPIRS, the Government may review other relevant past performance information from other sources. 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

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offeror.

For teaming and subcontractor arrangements, the offeror shall clearly describe the responsibility of each party and explain how and to what extent contract requirements, data, and schedules will be passed down to subcontractors.

3.4 Supporting Cost and Price Data.

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements that may be applicable but not necessarily limited to:

Direct Labor Costs:

- (1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Section B (Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified in the solicitation will be considered nonresponsive.) If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.
- (2) If an Offeror's proposed labor category differs in name from those listed in Section B, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.
- (3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.
- (4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.
- (5) The Offeror shall provide a Letter of Intent for any individual proposed that is not currently employed by the Offeror or subcontractor (if proposed).

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the

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fee is being applied.

Support Costs: These costs reflect all other direct costs that are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel, etc.) have been pre established in Section B. It should be noted that all support costs are non-fee bearing costs.

3.5 Subcontracting

If the Offeror proposes to use subcontractors, each subcontractor shall be addressed separately, and detailed information shall be provided in the same format as required for the prime contractor, including cost information and information about technical capability. Detailed cost information may be provided separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors may submit their information directly to the Government by uploading it directly to the SEAPORT Auction Services Site. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals.

OFFERORS AND EACH SUBCONTRACTOR ARE REQUIRED TO PROVIDE THE DCAA BRANCH OFFICE FOR THEIR COMPANY, WITH THE NAME, PHONE NUMBER, AND EMAIL ADDRESS OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY. THE CONTRACTOR IS REQUIRED TO PROVIDE AN EXPLANATION IF KNOWN DISCREPANCIES EXIST BETWEEN THE CONTRACTOR'S PROPOSED COSTS AND DCAA RECOMMENDATIONS.

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 required and financial ability to perform the contract and may be grounds for rejection of the offer. The burden of proof as to the cost credibility rests with the Offeror.

(End of provision)

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SECTION M EVALUATION FACTORS FOR AWARD

This Task Order is reserved for only those contractors, which have Northeast Zone 1 identified in section B of the MAC contract. Proposals from other contractors will not be considered.

The Task Order resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined cost advantageous to the Government, cost and other factors considered.

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

It is the intention of the Navy to award a task order that includes a base period and four (4) Cost-Plus-Fixed-fee Level of Effort (LOE) Option years. This solicitation addresses a requirement for professional services in support of NSWCCD Philadelphia in accordance with FAR 16.505. Attention is directed to contract clause H-7 TASK ORDER PROCESS, Section C, Competitive Ordering Process, which provides that the award will be made to that offeror whose proposal is most advantageous to the Government under the selection criteria set forth in Section M.

The Government intends to evaluate proposals and award a task order based on initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-7 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.

M-001 EVALUATION FACTORS FOR AWARD

Best Value

Technical: First

Past Performance: Second

Price: Third

RELATIVE IMPORTANCE OF EVALUATION FACTORS:

Factor 1 (Technical) is more important than Factor 2 (Past Performance). Factor 2 (Past Performance) is more important than Factor 3 (Total Evaluated Cost). Within the technical capabilities factor, Corporate Experience, Personnel and Management Approach/Quality Assurance/Subcontracting Plan are of equal importance.

It is the intention of the Navy to award a task order that includes a base period and four (4) option years. This solicitation addresses a requirement for technical services in support of NSWCCD Philadelphia in accordance with FAR 16.505. Section C, Competitive Ordering Process, which provides that the award will be made to that offeror whose proposal is most advantageous to the Government under the selection criteria set forth in Section M.

The Government intends to evaluate proposals and award a task order based on initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

Each contractor shall be evaluated relative to the following:

Factor (1): Technical

a. Subfactor - Corporate Experience

b. Subfactor - Personnel

c. Subfactor - Management Approach/Quality Assurance

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Factor (2): Past Performance/Subcontracting Plan

Factor (3): Evaluated Cost

Proposals will be evaluated at the Subfactor and Factor level. Proposals will be evaluated for the degree of understanding that is demonstrated, the excellence, or lack thereof, within the factors, and the level of competence proposed within each factor where appropriate. Risk assessments will be performed within each factor as to the risk of successful performance.

Factor 1: Technical Proposal

SubFactor 1a - Corporate Experience: Technical Capability Narrative. The Government will evaluate each Offeror's corporate experience and technical approach to perform each task in the SOW. Should demonstrate recent (within five years), extensive and comprehensive corporate experience and a clear understanding of the scope of work and the ability to deliver timely, high-quality and well-integrated products and services.

SubFactor 1b - Personnel: The Government will also evaluate the resumes submitted by each offeror by comparing the education and experience of proposed personnel against the target levels provided in Section C. The experience/education targets are not absolute requirements, but personnel with greater relevant experience and/or education levels may be rated more highly than personnel not meeting the target levels. Personnel with less than the target experience and/or education levels may be rated lower than those meeting the target levels. Experience in excess of the target may be used to offset failure to meet the educational target.

SubFactor 1c - Management Approach/Quality Assurance: The offeror will be evaluated on the capability to manage labor resources, effectively control and report cost, and problem resolution performance. The offeror should demonstrate the capability to effectively respond to fluctuations in workload, manage separate and overlapping tasks, and add or reduce manpower when required. The offeror should propose an organizational chart with responsibilities and reporting structure of the project. Policies and procedures for managing and directing the effort should be demonstrated, including a process for dealing with unusual or difficult areas encountered during performance. The Quality Assurance Plan will be evaluated with regard to the sound management and engineering principles employed, quality assurance techniques, the level of detail presented and amount of tracking or oversight used by the offeror.

Factor 2: Past Performance. Past Performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state and local laws and regulations. The Government may contact each offeror's customers 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 its contract; (3) that the offeror was reasonable and cooperative during performance; (4) that the offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different contractor. The Government may consider past performance information obtained from sources other than those identified by the offeror, including Federal, state and local government agencies, better business bureaus, published media and electronic databases. Past performance that is more closely related to the work currently being solicited may be given greater weight in the evaluation.

Factor 3: Evaluated Cost. The evaluation 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, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the offeror's proposed costs will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government's estimate of the offeror's most probable costs. Evaluated cost to the Government is an offeror's evaluated cost (including proposed fee) for all five years. This evaluated cost will be used in making an award decision. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost data volume. The burden of proof for cost credibility rests with the offeror. Offerors are cautioned that if the proposed costs appear unrealistic; the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror.

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

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options.

With respect to the Support Costs identified in Section B, these costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts identified for the support costs (travel and incidental material) have been pre-established in Section B. It should be noted that all support costs are non-fee bearing costs. The NTE amounts specified for the support costs (travel and incidental material) in Section B plus the offeror's applicable G&A will be used for the purpose of evaluating the cost.

BASIS OF TASK ORDER AWARD:

The basis for award of a Task Order as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated above. The integrated assessment will include consideration of the strengths and weaknesses of the proposals. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a Task Order in the Government's best interest. Accordingly, the Government may award to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The Task Order resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(End of provision)