

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3047		2. AMENDMENT NO. 2		3. EFFECTIVE DATE 01/21/2010		4. PURCHASE REQUEST NO. N00024-09-NR-55341	
5. ISSUED BY Lindsay A Buchman Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 lindsay.buchman@navy.mil 202-781-1890				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 02/09/2010 1000 <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			
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

Amendment 2:

The purposes of this Amendment are to:

1. Under Section L, ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS, the Labor Category Qualification Guidance is update as follows:

Function	Special Requirements	SM SIA (Task 1 and 2) MYs	SM WDS (Task 3) MY	Definition
Senior-Level Engineer	2 Key Personnel: Program Manager, System Integration Engineer	4		B.S. General Engineer from an Accredited University with 15 + Weapon/Missile System years Experience and 5 + years Program Management Experience.
Senior-Level FMS Software Engineer			0.5	B.S. General Engineer from an Accredited University with at least 10 + years weapon system/missile system experience.
Senior-Level FMS Engineer		1	0.5	B.S. General Engineer from an Accredited University with at least 10 + years weapon system/missile system experience.
Mid-Level FMS Engineer			1	B.S. General Engineer from an Accredited University with 7+ years Weapon System and 3 + years Program Management Experience .
USN Mid-Level Engineer		2.5		B.S. General Engineer from an Accredited University with 7+ years Weapon System and 3 + years Program Management Experience .
Junior-Level FMS Engineer			0.5	B.S. General Engineer from an Accredited University with 3 + years Weapon System Experience .
USN Junior-Level Engineer		1		B.S. General Engineer from an Accredited University with 3 + years Weapon System Experience .
Logistics Senior-Level Analyst	1 Key Personnel: Logistics Manager 1 On-Site	1	-	B.S. from an Accredited University with 15 + years Experience in Weapon/Missile System. Experience with in-service, logistics, inventory management and life cycle management.
Senior- Level FMS Analyst	1 Key Personnel: International Program Manager 1 On-Site	6	4	B.S. from an Accredited University with 10 + years Experience in Weapon/Missile System. 3 + years of experience in International programs.
USN Mid-Level Analyst		0.5		B.S. from an Accredited University with 10 + years experience in Weapon System and 3 + years DoD 5000 Program Management Experience.
	1 Key Personnel: MOU Program			B.S. from an Accredited University with 7 + years Weapon System Experience. 2 +

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Mid-Level FMS Analyst	Manager 1 On-Site	14	8.5	years of experience in International programs.
Junior -Level FMS Analyst	1 On-Site	6	4	B.S. from an Accredited University with 3 years Weapon System Experience.
Total		36	19	* To manage fluctuations, use the same proportion of labor mix in option years as the labor mix in the base year.

Amendment 1:

The purposes of Amendment 1 are to:

1. Under Section F and Section L, update the estimated award date to 07 June 2010.
2. Under Section J, update Attachment 2 to reflect all Option Years (not Award Terms)
3. Under Section L, Section 4.2 (b), item d is restated to read “d. Years of applicable experience.”
4. Under Section L, Section 4.5.1.1, update to read “-- A statement that the proposal is valid through **140** calendar days from the date specified for receipt of proposals;”
5. Under Section L, update Section 2.3.1 as follows:

2.3.1 Specific File Format:

A. One (1) Microsoft Word or Adobe Acrobat file that includes the following sections:

VOLUME I: Technical Capabilities and Experience

- a) Capability and Corporate Experience
- b) Management Plan
- c) Staffing Plan
- d) Resumes of key personnel (2 Pages per Resume)
- e) OCI Mititation Plan, if required

B. One (1) Microsoft Word or Adobe Acrobat file that includes the following sections:

VOLUME II: Past Performance

C. One (1) Microsoft Excel file that includes the following sections:

VOLUME III: Cost/Price

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--Shall be submitted in a format compatible with Microsoft Office 2003 Excel in the Cost Summary Format provided as Attachment 2 to this solicitation, in addition to the Offeror loading their Section B pricing into the portal via the web form. Narratives related to cost/price summary data may be provided in MS Word format (may be a separate file).

a. Cost Work Book**, as provided in Attachment 2 of this solicitation.

**(All Formulas shall be shown, not hidden; the government shall have the ability to manipulate the supplied Spreadsheet for evaluation purposes, i.e. modifying inputs shall change values in the supplied Spreadsheet. Additionally, Spreadsheets shall be formatted so that they may be printed easily)

b. Cost Assumptions and Cost Summary, as provided in workbook attachment of this solicitation.

c. Appropriate Accounting qualifications, practices and information shall be supplied by the contractor

d. Direct and Indirect Labor rates shall be easily identified as to build to a Burdened Labor rate

e. Escalation of Direct Labor rates shall be explained

f. Sub-Contractors information supplied by the Prime shall match what is supplied by the sub-contractor and if not, an explanation shall be supplied.

g. Files shall be formatted so that they may be easily printed.

h. Offerors shall bid in whole dollars only

D. One (1) Microsoft Word or Adobe Acrobat file that includes the following sections:

VOLUME IV

-Cover letter

-Section B

-Section H

- Small Business Sub-Contracting Plan

E. One (1) Microsoft Excel, Word or Adobe Acrobat file that includes the following sections:

- Any additional supporting cost information as necessary.

Under Section L, paragraph 2.3.6 is hereby restated as follows:

2.3.6 Cost and Pricing Information: No cost or pricing information of any kind shall be included in any volume except Volume III, Cost/Price Proposal and Volume IV - Contract Information. Offerors must upload proposed pricing via the webform in the portal. Offerors must submit all cost/price-related documentation required for Volume III. Cost/price summary and back-up spreadsheets must be

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submitted in MS Excel format. Note: should there be any discrepancy between the pricing submitted in Section B and the cost/price-related backup/summary documentation, the Offeror's Section B pricing will take precedence.

7. Under Section L, Section 3.3, add the following:

-- Section B Pricing - completed on the webform provided in the portal (No Page Limit)"

Under Section L, Section 3.1 is hereby restated as follows:

3.1 Volume I - Technical Capabilities and Experience

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

- Capability and Corporate Experience: 25-Page Limit
- Management Plan: 10-Page Limit
- Staffing Plan (Attachment 4): No Page Limit
- Resumes of Key Personnel: Limit 5 resumes (2-page limit per resume)
- OCI Mitigation Plan, if required (no page limit)

The incumbent is BAE Systems Technology Solutions and Services performing under SeaPort Task Order N00178-04-D-4018-0003.

The contractor that manufactures the hardware STANDARD Missile Family is Raytheon Missile Systems, Tucson, AZ

This procurement is not reserved for small businesses. There is a mandatory 10% small business subcontracting requirement for Large Businesses.

Offers are solicited in Zone 2 - National Capital.

Questions to this solicitation are to be submitted in the portal no later than 10 business days after release of solicitation.

There will not be an industry day.

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

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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	STANDARD Missile (SM) System Interface Engineering Services (Note A) (TBD)	15953.0 LH		
4001	Ship System/System Integration Agent and Technical Engineering Services (Note A) (TBD)	50508.0 LH		
4002	FMS Weapons Direction System (WDS) Design Agent (DA) Engineering Support (SM ONLY) (Note A) (TBD)	34500.0 LH		
4003	SURGE EFFORTS - Engineering Support Services in Support of PEO IWS 3.0 (Notes A, B, C) (TBD) Option	14450.0 LH		
4100	STANDARD Missile (SM) System Interface Engineering Services (Notes A, B) (TBD) Option	15953.0 LH		
4101	Ship System/System Integration Agent and Technical Engineering Services (Notes A, B) (TBD) Option	44988.0 LH		
4102	FMS Weapons Direction System (WDS) Design Agent (DA) Engineering	41860.0 LH		

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	Support (SM ONLY)(Notes A, B) (TBD) Option	
4103	SURGE EFFORTS - Engineering Support Services in Support of PEO IWS 3.0 (Notes A, B, C) (TBD) Option	14450.0 LH
4200	STANDARD Missile (SM) System Interface Engineering Services (Notes A, B) (TBD) Option	15954.0 LH
4201	Ship System/System Integration Agent and Technical Engineering Services (Notes A, B) (TBD) Option	56028.0 LH
4202	FMS Weapons Direction System (WDS) Design Agent (DA) Engineering Support (SM ONLY)(Notes A, B) (TBD) Option	53820.0 LH
4203	SURGE EFFORTS - Engineering Support Services in Support of PEO IWS 3.0 (Notes A, B, C) (TBD) Option	14450.0 LH
4300	STANDARD Missile (SM) System Interface Engineering Services (Notes A, B) (TBD) Option	15954.0 LH
4301	Ship System/System Integration Agent and Technical Engineering Services (Notes A, B) (TBD) Option	50508.0 LH

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4302	FMS Weapons Direction System (WDS) Design Agent (DA) Engineering Support (SM ONLY) (Notes A, B) (TBD) Option	51980.0 LH
4303	SURGE EFFORTS - Engineering Support Services in Support of PEO IWS 3.0 (Notes A, B, C) (TBD) Option	14450.0 LH
4400	STANDARD Missile (SM) System Interface Engineering Services (Notes A, B) (TBD) Option	15954.0 LH
4401	Ship System/System Integration Agent and Technical Engineering Services (Notes A, B) (TBD) Option	54188.0 LH
4402	FMS Weapons Direction System (WDS) Design Agent (DA) Engineering Support (SM ONLY)(Notes A, B) (TBD) Option	39100.0 LH
4403	SURGE EFFORTS - Engineering Support Services in Support of PEO IWS 3.0 (TBD) Option	14450.0 LH

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

6000	ODCs in support of Base Year Labor CLIN 4000 (TBD)	1.0 Lot
6001	ODCs in support of Base Year	1.0 Lot

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	Labor CLIN 4001 (TBD)	
6002	ODCs in support of Base Year Labor CLIN 4002 (TBD)	1.0 Lot
6003	ODCs in support of Base Year Surge Option Labor CLIN 4003 (TBD) Option	1.0 Lot
6100	ODCs in support of FY 11 Option Labor CLIN 4100 (TBD) Option	1.0 Lot
6101	ODCs in support of FY 11 Option Labor CLIN 4101 (TBD) Option	1.0 Lot
6102	ODCs in support of FY 11 Option Labor CLIN 4102 (TBD) Option	1.0 Lot
6103	ODCs in support of FY 11 Surge Option Labor CLIN 4103 (TBD) Option	1.0 Lot
6200	ODCs in support of FY 12 Option Labor CLIN 4200 (TBD) Option	1.0 Lot
6201	ODCs in support of FY 12 Option Labor CLIN 4201 (TBD) Option	1.0 Lot
6202	ODCs in support of FY 12 Option Labor CLIN 4202 (TBD) Option	1.0 Lot
6203	ODCs in support of FY 12 Surge Option Labor CLIN 4203 (TBD) Option	1.0 Lot
6300	ODCs in support of FY 13 Option	1.0 Lot

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Labor CLIN 4300
(TBD)
Option

6301 ODCs in support of FY 13 Option Labor CLIN 4301 (TBD) Option 1.0 Lot

6302 ODCs in support of FY 13 Option Labor CLIN 4302 (TBD) Option 1.0 Lot

6303 ODCs in support of FY 13 Surge Option Labor CLIN 4303 (TBD) Option 1.0 Lot

6400 ODCs in support of FY 14 Option Labor CLIN 4400 (TBD) Option 1.0 Lot

6401 ODCs in support of FY 14 Option Labor CLIN 4401 (TBD) Option 1.0 Lot

6402 ODCs in support of FY 14 Option Labor CLIN 4402 (TBD) Option 1.0 Lot

6403 ODCs in support of FY 14 Surge Option Labor CLIN 4403 (TBD) Option 1.0 Lot

NOTES:

Propose whole dollars only.

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort specified for this CLIN in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. Labor Hours incurred by subcontractors shall be recorded by Level of Effort and not as ODCs.

NOTE B: OPTION

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

NOTE C: SURGE

If the Government determines that an increased level of effort for Engineering, Technical, or Administrative support is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work in accordance with the Statement of Work. The Contracting Officer will provide written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the Labor CLIN for each Task identified in the Statement of Work. The Government estimate is approximately 14,450 man-hours per year for surge Option Items.

NOTE D: ODC

The Government estimates for Other Direct Costs are shown in the chart below. This ODC estimate must be included in Section B of the offer for CLINs 6000-6002 and Option CLINs 6100-6102, 6200-6202, 6300-6302, and 6400-6402. Surge ODC are estimated at 10% of the yearly ODC estimates. No other ODC amounts shall be included. These are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee-not allowable indirect costs or burdens.

Year 1	
CLIN 6000	\$155,844
CLIN 6001	\$244,156
CLIN 6002	\$100,000
CLIN 6003	\$50,000 SURGE
Total Year 1	\$550,000

Year 2	
CLIN 6100	\$160,520
CLIN 6101	\$251,480
CLIN 6102	\$103,000
CLIN 6103	\$51,500 SURGE
Total Year 2	\$566,500

Year 3	
CLIN 6200	\$165,335
CLIN 6201	\$259,025
CLIN 6202	\$106,000
CLIN 6203	\$53,036 SURGE
Total Year 3	\$583,396

Year 4	
CLIN 6300	\$170,295
CLIN 6301	\$266,795
CLIN 6302	\$109,000
CLIN 6303	\$54,609 SURGE
Total Year 4	\$600,699

Year 5	
CLIN 6400	\$175,403
CLIN 6401	\$274,797
CLIN 6402	\$113,000
CLIN 6403	\$56,320 SURGE
Total Year 5	\$619,520

NOTE E: HQ B-2-0007

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The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire task order is cost type.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (APPLICABLE TO LABOR CLINS 4000, 4001, 4002 and if options are exercised 4003, 4100, 4101, 4102, 4103, 4200, 4201, 4202, 4203, 4300, 4301, 4302, 4303, 4400, 4401, 4402, and 4403)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to <THE SUCCESSFUL OFFEROR'S PROPOSED BASE FEE RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF THE TASK ORDER> percent (<THE SUCCESSFUL OFFEROR'S PROPOSED BASE FEE RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF THE TASK ORDER>%) 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 the special contract requirement 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 fee 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 the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODCs CLINs 6000, 6001, 6002 and if options are exercised 6003, 6100, 6101, 6102, 6103, 6200, 6201, 6202, 6203, 6300, 6301, 6302,

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6303, 6400, 6401, 6402, and 6403)

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

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

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

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

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. BACKGROUND

The Program Executive Office for Integrated Warfare Systems Surface Ship Weapons (PEO IWS 3.0) is the United States Navy (USN) and International Navy's designated major program office responsible for USN and Foreign Military sales (FMS) surface ship weapons.

The STANDARD Missile-2 (SM-2), the Navy's primary surface-to-air Fleet defense weapon, is in the production and deployment life-cycle phase. SM-2 Blocks II, IIIA, IIIB, and Block IV are currently installed on US Navy Surface Combatants. The Block IIIB configuration adds infrared guidance capability, and is being procured through upgrade of existing Block III, IIIA missiles and new production missiles for the USN and several allied navies.

The STANDARD Missile-3 (SM-3) is a solid propellant, four-stage, vertically launched missile that intercepts ballistic missile targets above the atmosphere using a kinetic warhead (KW). The SM-3 configuration provides Ballistic Missile Defense capability for AEGIS Cruisers and Destroyers. The SM-3 is intended for operational use in ships equipped with the AEGIS BMD Weapon System (AWS) and appropriate SM-3 software configuration.

The STANDARD Missile-6 (SM-6) is a solid propellant, tail-controlled surface to air missile. SM-6 combines the tested legacy of SM-2 propulsion and ordnance with the AMRAAM active seeker, allowing for over-the-horizon engagements, enhanced capability at extended ranges and increased firepower. It is the primary extended range air defense weapon for AEGIS Cruisers and Destroyers.

International STANDARD Missile Programs include SM-1 Blocks VI, VIA, VIB and SM-2 Blocks II, III, IIIA and IIIB. International programs include the governments of: Japan, Taiwan, South Korea, Italy, France, Canada, Spain, Germany, Egypt, Australia, Poland, Turkey, Chile, Bahrain and the Netherlands. Other governments may also become STANDARD Missile users such as Brazil, Denmark, India, Israel, Greece and Saudi Arabia.

2. PURPOSE

The contractor shall provide STANDARD Missile (SM) system interface engineering services, ship system system integration agent (SIA) technical engineering services, and FMS weapons direction system (WDS) design agent (DA) engineering support for the PEO IWS SM Project (PEO IWS 3A).

The contractor will provide junior, mid and senior level engineering and analytical services in addressing system interface engineering issues and serve as the technical integration agent for assistance with defining, modifying, documenting, tracking, reviewing, maintaining, analyzing, and reporting matters relating to interface requirements for All-Up Rounds (AURs), missile modifications, missile sections and components, weapon system interfaces, ancillary equipment, packaging, handling, storage and

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transportation equipment, test sets, missile simulators, and launcher interfaces, in accordance with program requirements.

The contractor shall perform engineering change control functions to establish, analyze, and document electrical, mechanical, and functional interface requirements to ensure system/subsystem compatibility. These efforts will be conducted in support of each SM configuration/variant and associated support equipment.

Under this Task Order, temporary domestic travel will be required at various Government and contractor locations including but not limited to: Tucson, AZ; White Sands, NM; Naval System Weapon Center (NSWC) Dahlgren, VA; Camden, AR; Laurel, MD; Mechanicsburg, PA; Norfolk, VA; Seal Beach, CA Pacific Missile Range Facility (PMRF), HI; and Port Hueneme, CA. Temporary international travel will be required in support of host FMS countries and will be performed at host countries' and domestic locations previously listed.

Contract performance will be conducted primarily at 2450 Crystal Drive, Arlington, VA 22202 and the Washington Navy Yard, Washington, D.C. The contractor shall maintain a local office within walking distance of IWS 3.0 (2450 Crystal Drive, Arlington, VA 22202).

Two contractor representatives will be permanently stationed on site at the Raytheon STANDARD Missile Techrep offices in Tucson, AZ.

- In support of the FMS integration test programs, the contractor shall provide equipment, software and temporary office facilities and furnish to support test events at the designated test sites.
- General office equipment includes: computers, printers, copiers, office supplies, furnishings, and data analysis/software integration facility equipment.
- The contractor shall provide STANDARD Missile Adjunct Processor (SMAP) hardware and Wrap Around Simulator Program (WASP) hardware and software, as well as a suite of regular PCs running in a classified environment supporting the VX Works and C++ and ADA compilers.

3. GENERAL REQUIREMENTS

The Performance Standards and Assessment Plan described below are applicable to the total scope of services being performed under this task order.

a. Performance Standards. The following performance standards serve as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable performance.

Performance Standards:

The delivery requirements shall be consistent with needs of the mission as identified by task managers. Technical and status reports shall be factually accurate and complete, reflect high quality and adhere to due dates and deadlines.

Quality of deliverables including studies and analyses, acquisition support, presentations and other

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knowledge management functions shall be measured by obtaining and reviewing Government and FMS customer feedback.

Services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control cost.

b. Performance Assessment Plan. The following performance assessment plan serves as a basis for assessing Contractor performance.

Performance Assessment Plan:

The Contractor shall submit a monthly report of accomplishments. Assessment will be based on accomplishments and customer feedback.

Random and periodic sampling of monthly report data by division heads, or higher will be performed.

General Requirements.

The contractor shall have its support team in place and fully functioning within four weeks of award. During this period, the contractor will support transition of the program office from the incumbent, including the transfer of all data, records, and files.

The contractor's team shall align itself to support the program with an efficient mix of personnel utilizing an effective combination of experience and technical expertise.

The contractor must execute the scope of work in a manner that provides for quality products and with timely and well-integrated support services.

The contractor shall provide facilities for storage and processing of classified documentation/material up to secret level. The Contractor shall provide security administration, control, storage and release dissemination of sensitive and classified material. The contractor shall maintain a classified and unclassified document repository and be capable of receiving, processing, storing, retrieving, and transferring documents to authorized personnel in a timely manner.

The contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO IWS 3.0 team members. MS office compatible e-mail is preferred in order to communicate and coordinate meetings and schedules. The contractor must have the capacity to interface via electronic mail and provide Internet addresses for all employees supporting this task.

The contractor shall have the capacity to interface and access the NAVSEASYSCOM Corporate Document Management System (LiveLink). LiveLink access is required for all employees supporting this task to access project workspaces and document archives that are germane to the performance of this task. The contractor shall be responsible for procurement, installation, and maintenance of a PKI Certificate required for accessing DoD Websites.

Contractor Monthly Reports

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The contractor will provide a monthly financial report depicting hours and dollars planned versus expended and ODCs planned and expended for each CLIN. This report will cover the effective contract period of performance. Contractor format is acceptable. The contractor shall deliver the report to the TOM by the 15th of each month.

The contractor will provide a monthly progress report containing the following:

* Part 1: The contractor will provide a narrative description of work accomplished during the period for each function identified in part 2 below; problems encountered or anticipated will be detailed, appropriate recommendations made, a description of travel by task area will be provided, together with a narrative of work planned for the next reporting period. Each narrative by task area will highlight the contractor s' self-evaluation of performance.

* Part 2: The contractor will utilize the following functional category matrix of SLINs to separately aggregate USN and FMS tasks in preparing the monthly performance report.

SM SIA (US Domestic) CLINS 4000-4000xx	Base Year	Task 1
	1.1 1.1.a 1.1.b	SM 2&6 SIA WPN RDT&E
	1.2 1.2.a 1.2.b	SM 2&6 System Eng WPN RDT&E
	1.3 1.3.a 1.3.b	SM Mission Readiness PMRF WSMR WPN RDT&E
	1.4 1.4.a 1.4.b 1.4.c	SM 2,3,6 Maint Mgr/Logistics WPN RDT&E OMN
Task 1 Surge		SM-3 SIA Engineering
SM Ship SIA (FMS) 4001-4001xx	Base Year	Task 2
	2.2.a	Germany (MOU) / Other FMS
	2.2.b	Netherlands (MOU) / Other FMS
	2.3	Logistics Support
	2.4	Australian FMS Case
	2.5	Korea FMS Case

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	2.6	Taiwan FMS Case
	2.7	Chile FMS Case
	2.8	Brazil FMS Case
	2.7A	KDX FOTS
	2.7B	KDX Cots Refresh
	2.8	Taiwan WSN7B
	2.9	Denmark FMS Case
	2.10.	FMS Cases TBD
SM WDS DA CLINS 4002- 4002XX	Base Year	Task 3
	3.1	WDS DA Engineering (MOU/FMS)
	3.1.a	System Design Engineering
	3.1.b	Software Design Engineering
	3.1.c	Software Code Engineering
	3.1.d	System and Software Test Engineering
	3.1.e	Combat System Software Interface
	3.2	Korea FMS Case
	3.3	Taiwan FMS Case
	3.4	Australian FMS Case
	3.5	Canadian FMS Case
	3.6	Netherlands FMS Case
	3.7	Denmark FMS Case
	3.8	Chile FMS Case
	3.9	Brazil FMS Case
	3.10.	TBD FMS

SECURITY REQUIREMENTS - See Attachment 1 – DD 254

FACILITY- See Attachment 1 – DD 254

PERSONNEL:

- a. All personnel shall be U.S. citizens. All personnel supporting this Task Order shall possess a clearance level of, at a minimum, SECRET level at contract award.
- b. SECRET (S) clearances are required for junior through senior level staff.

The following constitute the Key personnel for this Task Order:

Program Manager
Logistics Manager

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International Program Manager
MOU Program Manager
System Integration Engineer

4. OVERVIEW OF SUPPORT TASKS

TASK 1. STANDARD Missile (SM) SYSTEM INTERFACE ENGINEERING SERVICES (USN)

1.1 Systems Integration Agent (SIA) Engineering (USN) SM2, SM-6

1.1.a (RDT&E)

1.1.b (WPN)

1.2. Systems Engineering and Interface Analysis (USN) SM-2, SM-6

1.2.a (RDT&E)

1.2.b (WPN)

1.3. Engineering, Support and Integration--Naval Surface Warfare Center, Weapons Division, White Sands (NSWC/PHD/WS) Mission Readiness, Pacific Missile Range Facility (PMRF), and Naval Air Warfare Center, Weapons Division, White Sands (NAWC/WD/WS) Mission Readiness (USN) SM-2, SM-6

1.3.a (RDT&E)

1.3.b (WPN)

1.4. Logistics Support Engineering (USN) SM-2, SM-3, SM-6,

1.4.a (RDT&E)

1.4.b (WPN)

1.4.c (OM&N)

TASK 2. SHIP SYSTEM/SYSTEM INTEGRATION AGENT AND TECHNICAL ENGINEERING SERVICES (MOU/FMS)

2.1. Ship System/System Integration Agent and Technical Engineering Services (MOU/FMS); Includes: AT-LCY, CN-GOR, TW-LGQ, DE-GBF, KS-LPK, KS-AJP, JA-AQO, GE-AKO and NE-AFU

2.2. International Program/Development (MOU/FMS); Includes: AT-LCY, CN-GOR, TW-LGQ, DE-GBF, KS-LPK, KS-AJP, JA-AQO, GE-AKO and NE-AFU

2.2.a. SM MOU (Germany and Netherlands)

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2.2.b. FMS General Support

2.3. Logistics Support Engineering; Includes: AT-LCY, CN-GOR, TW-LGQ, DE-GBF, KS-LPK, KS-AJP, JA-AQO, GE-AKO and NE-AFU

- 2.4. AUSTRALIAN FMS CASE - FFG SM-2 Support
- 2.5. KOREA FMS CASE - Korean SIA Engineering Services
- 2.6. TAIWAN FMS CASE - ex-KIDD Class Destroyer Support
- 2.7. CHILE FMS Case – Analysis of Alternatives
- 2.8. Brazil FMS Case
- 2.9. Denmark FMS Case
- 2.10. FMS Cases TBD

TASK 3. WEAPONS DIRECTION SYSTEM DESIGN AGENT ENGINEERING SUPPORT (MOU/FMS)

- 3.1. Weapon Direction System (WDS) Design Agent (DA) Engineering (MOU/FMS):
 - .a. System Design Engineering (System Requirements Development - SW/Architecture/Host HW)
 - .b. Software Design Engineering (Software Requirements and requirements traceability)
 - .c. Software Code Engineering (Software design and coding and low level integration)
 - .d. System and Software Test Engineering (Module Level, Functional Integration Test (FIT), System Interface Test (SIT) - support to SIA)
 - Combat System Software Interface (engineering and support for development of interface requirements and implementation)
- 3.2. KOREA FMS CASE - Korean SIA Engineering Services
- 3.3. TAIWAN FMS CASE - ex-KIDD Class Destroyer Support
- 3.4. AUSTRALIAN FMS CASE - FFG SM-2 Support
- 3.5. CANADIAN FMS Case - Weapon Directional Systems (WDS)
- 3.6. NETHERLANDS FMS Case – Design Agent Support
- 3.7. Denmark FMS Case
- 3.8. Chile FMS Case
- 3.9. Brazil FMS Case
- 3.10. FMS Cases TBD

5. TASK DESCRIPTIONS:

CLIN 4000, and if Options are exercised, CLINs 4100, 4200, 4300, and 4400: STANDARD MISSILE (SM) SYSTEM INTERFACE TECHNICAL ENGINEERING SERVICES (USN)

TASK 1. STANDARD Missile (SM) SYSTEM INTERFACE ENGINEERING SERVICES (USN)

- 1.1 Systems Integration Agent (SIA) Engineering (USN)
 - 1.1.a Systems Integration Agent (SIA) Engineering (USN) associated with SM2/SM-6 Development

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Programs (RDT&E):

The contractor shall provide SIA Engineering Services for the STANDARD Missile development programs. The contractor shall assist with the development of as well as review and update:

technical program management plans and schedules,

system integration test procedures,

requirements traceability matrixes,

verification cross reference matrixes,

risk management plans,

configuration management plans,

concept papers,

plan of action and milestones,

technical position papers and white papers.

system level specifications,

designs,

interface specifications

control documents,

combat system interface designs,

installation and test documentation,

reports, technical statements of work.

1.1.b Systems Integration Agent (SIA) Engineering (USN) associated with SM2/SM-6 Production Programs (WPN):

The contractor shall provide SIA Engineering Services for the STANDARD Missile production programs. The contractor shall assist with the preparation of as well as review and update:

technical program management plans and schedules,

system integration test procedures,

requirements traceability matrixes,

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verification cross reference matrixes,
 risk management plans,
 configuration management plans,
 concept papers,
 plan of action and milestones,
 technical position papers and white papers.
 system level specifications,
 designs,
 interface specifications
 control documents,
 combat system interface designs,
 installation and test documentation,
 reports, technical statements of work.

- The contractor shall support the USN production strategy for potential producibility upgrades of SM-2 including coordination between applicable IWS and NAVAIR offices.
- Prepare draft SM-6 production disclosure policy. Coordinate with USN, USAF and Raytheon Missile Systems (RMS) on the preparation of the strategy for SM-6 follow-on production and the staffing of the SM-6 Technology Transfer and Security Assistance Review Board (TTSARB).
- Coordinate Action Item Data base for IWS 3A production programs.
- Prepare action item briefs and updates for IWS 3A production programs.
- Prepare and support STANDARD Missile Users Group meetings, coordination and approval of presentation material and coordination of the overall schedule and agenda associated with production programs.

1.2. Systems Engineering and Interface Analysis (USN) SM-2, SM-6

1.2.a Systems Engineering and Interface Analysis (USN) associated with SM-2/SM-6 development programs (RDT&E):

The contractor shall provide system engineering and systems integration support for, weapon system interfaces, ancillary equipment and Packaging, Handling, Shipping and Transportation (PHS&T)

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equipment associated with development programs.

- The contractor shall provide technical expertise and analysis related to interface and systems integration issues and participate in design interface working groups.
- The contractor shall participate in design reviews and assist in developing solutions related to systems engineering design.
- The contractor shall perform configuration management and control support functions associated with development programs; and shall deliver documentation to establish, analyze and document electrical, mechanical and functional interface requirements.
- The contractor shall review and deliver recommendations on Development Engineering Change Proposals (ECPs) and documentation change requests for specifications, preliminary drawings, parameters documents and other technical documentation related to interface and system integration issues.

1.2.b Systems Engineering and Interface Analysis (USN) associated with SM-2/SM-6 Production Programs (WPN):

The contractor shall provide production system engineering and systems integration support for, weapon system interfaces, ancillary equipment and Packaging, Handling, Shipping and Transportation (PHS&T) equipment.

- The contractor shall provide technical expertise and analysis related to production interface and systems integration issues and participate in design interface working groups.
- The contractor shall participate in production design reviews and assist in preparing solutions related to systems engineering design.
- The contractor shall perform configuration management and control support functions associated with production systems; and shall deliver documentation to establish, analyze and document electrical, mechanical and functional interface requirements.
- The contractor shall review and deliver recommendations on Production Engineering Change Proposals (ECPs) and documentation change requests for specifications, preliminary drawings, parameters documents and other technical documentation related to interface and system integration issues.

1.3. Engineering, Support and Integration--Naval Surface Warfare Center, Weapons Division, White Sands (NSWC/PHD/WS) Mission Readiness, Pacific Missile Range Facility (PMRF), and Naval Air Warfare Center, Weapons Division, White Sands (NAWC/WD/WS) Mission Readiness (USN) SM-2, SM-6

1.3.a Engineering, Support and Integration--Naval Surface Warfare Center, Weapons Division, White Sands (NSWC/PHD/WS) Mission Readiness, Pacific Missile Range Facility (PMRF), and Naval Air Warfare Center, Weapons Division, White Sands (NAWC/WD/WS) Mission Readiness (USN) associated with SM-2/SM-6 Development Programs (RDT&E):

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The contractor shall:

- provide engineering support and technical planning and engineering for the development, installation, integration and test of new/modified subsystems and equipment into the Desert Ship.
- document and deliver configuration and change control of Desert Ship Fire Control System Computer Programs associated with Development programs.
- participate in the Test Coordination Panels and deliver documented recommendations to establish ship system modification requirements to support Developmental Test (DT) Flight Test Objectives.
- provide engineering support in development of design and performance Specifications for the Desert Ship Fire Control System Computer Programs.
- develop and deliver computer programs to certify the Desert Ship Weapons Computer Programs at NSWC/PHD/WS for use in Development Test (DT) flight tests.
- assist in maintenance of configuration management of developmental test documentation, equipment and programs.

1.3.b Engineering, Support and Integration--Naval Surface Warfare Center, Weapons Division, White Sands (NSWC/PHD/WS) Mission Readiness, Pacific Missile Range Facility (PMRF), and Naval Air Warfare Center, Weapons Division, White Sands (NAWC/WD/WS) Mission Readiness (USN) associated with SM-2/ SM-6 production programs (WPN):

The contractor shall:

- provide engineering support and technical planning and engineering for the design, installation, integration and test of new/modified production subsystems and equipment into the Desert Ship.
- document and deliver configuration and change control of Desert Ship Fire Control System Computer Programs associated with production testing.
- participate in the Test Coordination Panels and deliver documented recommendations to establish ship system modification requirements to support production Flight Test Objectives.
- provide engineering support in preparation and delivery of design and performance Specifications for the Desert Ship Fire Control System Computer Programs.
- develop and deliver computer programs to certify the Desert Ship Weapons Computer Programs at NSWC/PHD/WS for use in production flight tests.
- assist in configuration management control of production test documentation, equipment and programs.

1.4. Logistics Support Engineering (USN) SM-2, SM-3, SM-6

1.4.a Logistics Support Engineering (USN) associated with SM-2/SM-3/SM-6 development

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programs (RDT&E):

The contractor shall:

- Evaluate, study, and deliver recommendations on the impact of the emerging design on logistic support requirements, plans and schedules associated with development programs.
- Provide technical and analytical support to assist in the coordination of requirements needs with NAVSEA and OPNAV activities.
- Develop, update, and deliver a tailored database to support SM Developmental Test (DT) firing summaries.
- Assist in the technical preparation of NAVSEA weapons policy documentation associated with development programs.

1.4.b Logistics Support Engineering (USN) associated with SM-2/SM-3/SM-6 Production Programs (WPN):

The contractor shall:

- Evaluate, study, and deliver recommendations on the impact of the emerging production design upgrades on logistic support requirements, plans and schedules.
- Provide technical and analytical support to assist in the coordination of production resource needs with NAVSEA and OPNAV activities.
- Prepare, maintain, and deliver data to support SM firing summaries, Non-Combat Expenditure Allocation (NCEA) requirements, and required production plans.
- Assist IWS 3A in the analysis of missile load-out requirements and NCEA requirements and provide projections as to requirements versus production availability.
- Assist in the technical preparation of NAVSEA weapons policy documentation associated with production programs.
- Track, analyze and report the status of fleet returns and impact on planned spares production and requirements.

1.4.c Logistics Support Engineering (USN) associated with SM-2/SM-3/SM-6 In-Service Programs (OM&N):

The contractor shall:

- Evaluate, study, and deliver recommendations on the impact of the emerging design on logistic support requirements, plans and schedules.
- Provide technical and analytical support to assist in the coordination of resource needs with

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NAVSEA and OPNAV management activities.

- Develop, maintain, and deliver a tailored database to support SM firing summaries and Non-Combat Expenditure Allocation (NCEA) requirements,
- Assist IWS 3A in the analysis of missile load-out requirements and NCEA requirements and provide projections as to requirements versus availability.
- Assist in the technical preparation of NAVSEA weapons policy and employment guidance documentation.
- Track, analyze and report the status of fleet returns and Depot Level Maintenance Facility (DLMF) and consumable sparing requirements.

CLIN 4001, and if options are exercised, 4101, 4201, 4301, and 4401: SHIP SYSTEM INTEGRATION AGENT AND TECHNICAL ENGINEERING SERVICES (MOU/FMS)

TASK 2. SHIP SYSTEM/SYSTEM INTEGRATION AGENT AND TECHNICAL ENGINEERING SERVICES (Memorandum of Understanding (MOU/FMS))

2.1. Ship System/System Integration Agent and Technical Engineering Services; Cases include AT-LCY, CN-GOR, TW-LGQ, DE-GBF, KS-LPK, KS-AJP, JA-AQO, GE-AKO and NE-AFU

- The contractor shall assist in development of:

technical program management plans and schedules,

system integration test procedures,

requirements traceability matrixes,

verification cross reference matrixes,

risk management plans,

configuration management plans,

concept papers,

plan of action and milestones,

technical position papers and white papers.

system level specifications,

designs,

interface specifications

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control documents,

combat system interface designs,

installation and test documentation, reports, technical statements of work.

System Studies: The contractor shall provide technical support to IWS 3A for FMS Ship System Upgrades to support the SM Missile Family by conducting system engineering studies for the upgrade of existing systems to support Standard Missile. The contractor shall perform an Analysis of Alternatives (AoA). The contractor shall perform engineering studies and analyses of the Weapon Systems and top-level requirements.

System Switching/Test Engineering: The contractor shall develop or modify switchboard design requirements for shipboard or land-based test site application in accordance with program requirements. This responsibility may also include procurement / manufacture and assembly of OrdAlt kits, proof-out, installation and checkout and preparation of support documentation.

Interface Analysis, Interface Development: The contractor shall provide system engineering support to develop and document the necessary system and subsystem interfaces consistent with the accepted system architecture and functional allocation. This includes interface requirements to support Standard Missile including, launchers, weapon system interfaces, Command and Control, radar/Fire Control System (FCS), and ancillary equipment. The contractor shall perform configuration management and control support functions to establish, analyze and document electrical, mechanical and functional interface requirements to ensure system/subsystem compatibility.

System Integration Development testing (Land Based Test System and Ship installation / industrial testing): For each unique FMS configuration, the contractor shall develop, and execute a test program to include the appropriate stages of testing as dictated by the approved program management plan. For the implemented SM AAW Ship Systems develop, the contractor shall present for approval, and implement a rigorous System Integration Test plan to ensure proper system and sub-system integration while reducing program risk.

- The contractor shall provide on site support for integration test events expected at USN and contractor facilities as well as any testing in foreign nations as required by approved program schedules and plans.

Qualification firing support (Training, Testing and Firing support)

The contractor shall provide engineering technical support services as required for live firing exercises/activities by performing the following tasks:

- 1) Assist with the planning, preparation and training phases for the live firings.
- 2) Assist with flight test execution and post flight analysis and reports for the live firings.

2.2. International Program/Development (MOU/FMS):

2.2.a. SM MOU (Germany and Netherlands); Includes GE-AKO and NE-AFU.

- The contractor shall assist in the development of MOUs and Project Arrangements.
- The contractor shall conduct regular forums for engagement with the Cooperative Project Personnel (CPPs).

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- The contractor shall assist in coordination of the Transportation Plan for MOU procured missiles

2.2.b. FMS General Support; Cases include AT-LCY, CN-GOR, TW-LGQ, DE-GBF, KS-LPK, KS-AJP, JA-AQO

- The contractor shall support USN FMS International Strategy for potential international system upgrades from SM-1 to SM-2.
- The contractor shall develop draft SM international disclosure policy in coordination with NAVY International Program Office (IPO).
- The contractor shall assist and prepare International STANDARD Missile User's Group (ISMUG) meetings.
- The contractor shall coordinate and facilitate horizontal and vertical communications between IWS 3A (STANDARD Missile), IWS 3E (Business Operations), Navy IPO, PMS-326, AEGIS BMD and IWS 4 (International Programs) in areas relating to the execution of SM Memoranda of Understanding (Production, Upgrades and Improvement, and developing In-Service Support MOUs), FMS, TTSARB statements and disclosure policy for future missile evolutions.
- The contractor shall assist in the management of IWS3/4 International Action Item Database for IWS 3A.

2.3 Logistics Support Engineering: The contractor shall evaluate, study, and make recommendations on the impact of system designs on logistic support requirements, plans and schedules. The contractor shall develop, maintain and review logistic management plans and schedules.

2.4. AUSTRALIAN FMS CASE - FFG SM-2 Support

Anti-Air Warfare (AAW) System Integration Agent (SIA) engineering support services. The contractor shall perform SM-2 AAW SIA engineering tasks as described in Tasks 2.1, 2.2, and 2.3.

2.5. KOREA FMS CASE - Korean SIA Engineering Services

Anti-Air Warfare (AAW) System Integration Agent (SIA) engineering support services for Foreign Military Sales (FMS).

The contractor shall provide engineering technical support services as required for RoKN KDX-II Class Destroyer SIA live firing exercises/activities and follow-on technical support.

2.6. TAIWAN FMS CASE - ex-KIDD Class Destroyer Support

The contractor shall support live firing exercises/activities, provide support for combat system integration testing and provide tactical training in support of ex-KIDD class destroyers for Taiwan.

The contractor shall provide support for identified system upgrades in accordance with program office schedules and as described in Tasks 2.1, 2.2, and 2.3

2.7. CHILE FMS Case – Analysis of Alternatives

The contractor shall conduct system engineering studies for the upgrade of existing systems to support SM-2 on L Class FF.

2.8. Brazil FMS Case

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The contractor shall provide support for system upgrades in accordance with program office schedules and as described in Tasks 2.1, 2.2, and 2.3

2.9. Denmark FMS Case

The contractor shall provide support for system upgrades in accordance with program office schedules and as described in Tasks 2.1, 2.2, and 2.3

2.10. FMS Cases TBD

The contractor shall provide support for system upgrades in accordance with program office schedules and as described in Tasks 2.1, 2.2, and 2.3

CLIN 4002 and if options are exercised, 4102, 4202, 4302, and 4402: WEAPONS DIRECTION SYSTEM (WDS) DESIGN AGENT (DA) ENGINEERING SUPPORT. (MOU/FMS)

TASK 3. FMS WEAPONS DIRECTION SYSTEM (WDS) DESIGN AGENT (DA) ENGINEERING SUPPORT

3.1. WDS Design Agent Engineering (MOU/FMS): The contractor shall provide the following Weapon Direction System (WDS) Design Agent Engineering services, including land-based and at-sea testing, combat system integration, and development and implementation of system improvements:

- definition and resolution of technical problems
- establishment of functional design and allocated baselines
- test definitions
- interface engineering
- computer program definition
- ECP development and evaluation in support of the Weapon Systems programs for FMS Ships.

3.1.a. System Design Engineering: The contractor shall perform engineering studies and analyses of the Weapon Systems and top level requirements to establish or maintain system performance characteristics, system physical characteristics, ship mission definition, system and subsystem functional allocations, interface design and structure for optimum integration, reliability and maintainability thresholds and goals to meet operational performance requirements, , operational and organizational concepts, and test acceptance criteria.

3.1.b. Software Design Engineering: The contractor shall provide engineering services to develop or modify documentation for the WDS and its variants, and associated simulation programs as required.

3.1.c. Software Code Engineering: The contractor shall develop or maintain and deliver code for the WDS and its variants, and associated simulation and data reduction programs in accordance with the software design documentation. The contractor shall perform verification testing prior to delivery of the programs. The contractor shall also be responsible for maintenance of the computer programs after delivery through the effective period of performance for this contract.

3.1.d. System and Software Test Engineering: The contractor shall develop or maintain and deliver system operational readiness test software. The contractor shall maintain test procedures and provide field-engineering support to assist in the successful checkout of the Weapons System and its interfaces

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with other elements of the combat system. The contractor shall provide support to system integration test events as well as development and operational testing. The contractor shall support the reduction and analysis of test data resulting from these test events.

3.1.e. **Combat System Software Interface:** The contractor shall analyze various Combat System to Weapon Direction System interfaces to identify and define required protocol/handshaking requirements, control signals, and parameters needed to efficiently integrate WDS within the Combat System. As part of this effort, the contractor shall also determine and document any requirement impacts to established WDS system performance characteristics, recommended combat system and subsystem functional allocations, WDS program architecture changes, and WDS program acceptance test criteria.

3.2. KOREA FMS CASE - Korean SIA Engineering Services

The contractor shall perform Weapons Directional Systems (WDS) engineering support, including providing Field Services engineering technical assistance as described in Task 3.1.

3.3. TAIWAN FMS CASE - ex-KIDD Class Destroyer Support

The contractor shall provide Weapons Direction System (WDS) Mk 14(V) and AN/SYR-1 engineering support services for Taiwan DDG 993 Class WDS MK 14 Design Agent (DA) and DD1801 Class Destroyers as described in Task 3.1.

3.4. AUSTRALIAN FMS CASE - FFG SM-2 Support

The contractor shall provide Design Agent systems engineering technical services for the development of the SM-2 Missile Adjunct Processor requirements for the RAN FFG SM-2 Integration Project

3.5. CANADIAN FMS Case - Weapon Directional Systems (WDS)

The contractor shall provide Weapon Directional Systems (WDS) engineering services for the Canadian IROQUOIS Class WDS MK 14(V) Design and Integration Engineering as described in Task 3.1.

3.6. NETHERLANDS FMS Case – Design Agent Support

The contractor shall provide Design Agent Engineering Support services to support SM-2 Initialization and Uplink Black Box (SIUBB) CSCI software programs for the Trilateral Frigate Cooperation (TFC) program.

3.7. DENMARK FMS Case

The contractor shall provide the necessary Design Agent Engineering Support services to support SM-2 Initialization and Uplink Black Box (SIUBB) Computer Software Configuration Item (CSCI) software programs

CHILE FMS Case

The contractor shall provide Design Agent (DA) and Weapons Direction System (WDS) engineering support as described in Task 3.1.

BRAZIL FMS Case

The contractor shall provide Design Agent (DA) and Weapons Direction System (WDS) engineering support as described in Task 3.1.

FMS Cases TBD

The contractor shall provide Design Agent (DA) and Weapons Direction System (WDS) engineering

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support as described in Task 3.1.

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CLAUSES INCORPORATED IN FULL TEXT

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict,

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and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 3) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative (identified as the Task Order Manager in Section G) within fifteen working days after Task Order award or from the date of hire for new employees.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS - All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

TBD (PEO IWS 3.0)

NAVSEA - PEO IWS 3.0

2450 Crystal Drive

Suite 700

Arlington, VA

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

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SECTION F DELIVERABLES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 07 June 2010. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/7/2010 - 6/6/2011
4001	6/7/2010 - 6/6/2011
4002	6/7/2010 - 6/6/2011
6000	6/7/2010 - 6/6/2011
6001	6/7/2010 - 6/6/2011
6002	6/7/2010 - 6/6/2011

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

4003	6/7/2010 - 6/6/2011
4100	6/7/2011 - 6/6/2012
4101	6/7/2011 - 6/6/2012
4102	6/7/2011 - 6/6/2012
4103	6/7/2011 - 6/6/2012
4200	6/7/2012 - 6/6/2013
4201	6/7/2012 - 6/6/2013
4202	6/7/2012 - 6/6/2013
4203	6/7/2012 - 6/6/2013
4300	6/7/2013 - 6/6/2014
4301	6/7/2013 - 6/6/2014
4302	6/7/2013 - 6/6/2014
4303	6/7/2013 - 6/6/2014
4400	6/7/2014 - 6/6/2015
4401	6/7/2014 - 6/6/2015
4402	6/7/2014 - 6/6/2015
4403	6/7/2014 - 6/6/2015
6003	6/7/2010 - 6/6/2011
6100	6/7/2011 - 6/6/2012
6101	6/7/2011 - 6/6/2012
6102	6/7/2011 - 6/6/2012
6103	6/7/2011 - 6/6/2012

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6200	6/7/2012 - 6/6/2013
6201	6/7/2012 - 6/6/2013
6202	6/7/2012 - 6/6/2013
6203	6/7/2012 - 6/6/2013
6300	6/7/2013 - 6/6/2014
6301	6/7/2013 - 6/6/2014
6302	6/7/2013 - 6/6/2014
6303	6/7/2013 - 6/6/2014
6400	6/7/2014 - 6/6/2015
6401	6/7/2014 - 6/6/2015
6402	6/7/2014 - 6/6/2015
6403	6/7/2014 - 6/6/2015

Services will be performed at: the IWS3A STANDARD Missile program office in Arlington VA and the STANDARD Missile Techrep offices in Tucson. Domestic and International travel will be required.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

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SECTION G CONTRACT ADMINISTRATION DATA

INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(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(s) (*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)

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

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>TBD Upon Award</u>
Pay Office DODAAC	<u>TBD Upon Award</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>TBD Upon Award</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:
denise.bolton@navy.mil

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

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

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

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BUSINESS FINANCIAL MANAGER (BFM)

Naval Sea Systems Command
Attn: TBD
2341 Jefferson Davis Highway, Suite 700
Arlington, VA 22202
Telephone: (202) 781-XXXX
e-mail: TBD@navy.mil

OMBUDSMAN (NAVSEA AND OVERARCHING)

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

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Lindsay Buchman, SEA 02651
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-1890
e-mail: lindsay.buchman@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: TBD
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-XXXX
e-mail: TBD

**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM)

Naval Sea Systems Command
Attn: Denise Bolton PEOIWS3A3B
2341 Jefferson Davis Highway, Suite 700
Arlington, VA 22202
Telephone: 202-872-3733
e-mail: denise.bolton@navy.mil

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (Applicable to CLINs 4000, 4001, 4002, 6000, 6001, and 6002, and Option CLINs (if exercised) 4003, 4100, 4101, 4102, 4103, 4200, 4201, 4202, 4203, 4300, 4301, 4302, 4303, 4400, 4401, 4402, 4403, 6002, 6003, 6100, 6101, 6102, 6103, 6200, 6201, 6202, 6203, 6300, 6301, 6302, 6303, 6400, 6401, 6402, and 6403)

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

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

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

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

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

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR

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Supplement (DFARS), unless clearly indicated otherwise.

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

(d) **NATIONAL STOCK NUMBERS** - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) **National Item Identification Number (NIIN)**. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) **National Stock Number (NSN)**. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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the Contracting Officer that the technical instruction is within the scope of this contract.

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

NAVSEA 5252.216-9122 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 629,498 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 <THE SUCCESSFUL OFFEROR'S PROPOSED HOURS FOR UNCOMPENSATED EFFORT WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER> (Offeror to fill-in) man-hours are uncompensated effort.

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (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 <THE SUCCESSFUL OFFEROR'S PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER> 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

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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:

Fee Reduction = Fee (Required LOE - Expended LOE)

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

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(6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

(k) 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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-20 Limitation of Cost (APR 1984)
 FAR 52.232-22 Limitation of Funds (APR 1984)

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

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

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

Item	Latest Option Exercise Date
4003	02/18/2011
4100	06/06/2012
4101	06/06/2012
4102	06/06/2012
4103	06/06/2012
4200	06/06/2013
4201	06/06/2013
4202	06/06/2013
4203	06/06/2013
4300	06/06/2014
4301	06/06/2014
4302	06/06/2014
4303	06/06/2014
4400	06/06/2015
4401	06/06/2015
4402	06/06/2015
4403	06/06/2015
6003	01/18/2011

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6100 06/06/2012
6101 06/06/2012
6102 06/06/2012
6103 06/06/2012
6200 06/06/2013
6201 06/06/2013
6202 06/06/2013
6203 06/06/2013
6300 06/06/2014
6301 06/06/2014
6302 06/06/2014
6303 06/06/2014
6400 06/06/2015
6401 06/06/2015
6402 06/06/2015
6403 06/06/2015

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

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

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) type Task Order which includes one (1) one-year base period and four (4) one-year Option periods, for a maximum of five (5) years total length.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this

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competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to IWS 3.0, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract (s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

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

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

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

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

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled

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information system.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Cost Summary Format

Attachment 3 - Supporting Costs Data Format

Attachment 4 - Sample Staffing Plan

Attachment 5 - Recent and Relevant Past Performance Questionnaire

Attachment 6 - Previous Contracting Efforts

Attachment 7 - Non-Disclosure Agreement

Attachment 8 - DCAA Rate Check Template

Attachment 9 - Financial Accounting Data Sheet (FADs) for the basic award (to be provided for Task Order upon award)

Note - Attachments 1 and 9 will become part of the resultant Task Order Award and may be renumbered at that time.

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The requirement for Annual Representation and Certifications at 52.204-4 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

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

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

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(b) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

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

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

REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

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

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

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

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

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

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

(5) The proposal describes the extent to which employees are required or encouraged to perform

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uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

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

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

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

SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9).

*Note that this solicitation requires a minimum small business subcontracting requirement of 10%.

INSTRUCTIONS TO OFFEROR(S)

(a) Definitions. As used in this provision --

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

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

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

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

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

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

(1) Proposals and revisions of proposals shall be uploaded electronically in the SeaPort portal under the appropriate solicitation number and its latest amendment (if any), in accordance with the basic contract clause, H-5 TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort portal is not operational, experiences technical difficulties, or an Offeror is temporarily unable to access or use the portal, the Offeror shall immediately notify the PCO in accordance with H-5, Section I.3.d.

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

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

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

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

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

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

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

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

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

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

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

(d) Offer expiration date. Proposals in response to this solicitation shall be valid for 140 calendar days.

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

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

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

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

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

(f) Task Order award.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

(1) GENERAL

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The purpose of this procurement is to obtain STANDARD Missile (SM) system interface engineering services, ship system integration agent (SIA) technical engineering services, and FMS weapons direction system (WDS) design agent (DA) engineering support for the PEO IWS SM Program Office (PEO IWS 3A), as described herein.

The Government will evaluate each Offeror's understanding of the Government's requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily respond to the solicitation requirements.

Offerors may submit questions requesting clarification of solicitation requirements via the Seaport online portal. It is requested that all questions be received by 4:30 PM (EDT) **within ten (10) business days from date of solicitation release**, as time may not permit responses to questions received after that time.

For proposal purposes, the estimated date of the task order award is June 7, 2010. The Government reserves the right to award sooner or later if necessary.

This task is estimated to require 55 full time equivalent personnel for the base period and each option year (if exercised). Four personnel will perform their duties on-site at the IWS 3A spaces.

The Labor Category Qualification Guidance for CLINs 4000-4002, 4100-4102, 4200-4202, 4300-4302, 4400-4402 is as follows:

Function	Special Requirements	SM SIA (Task 1 and 2) MYs	SM WDS (Task 3) MY	Definition
Senior-Level Engineer	2 Key Personnel: Program Manager, System Integration Engineer	4		B.S. General Engineer from an Accredited University with 15 + Weapon/Missile System years Experience and 5 + years Program Management Experience.
Senior-Level FMS Software Engineer			0.5	B.S. General Engineer from an Accredited University with at least 10 + years weapon system/missile system experience.
Senior-Level FMS Engineer		1	0.5	B.S. General Engineer from an Accredited University with at least 10 + years weapon system/missile system experience.
Mid-Level FMS Engineer			1	B.S. General Engineer from an Accredited University with 7+ years Weapon System and 3 + years Program Management Experience .
USN Mid-Level Engineer		2.5		B.S. General Engineer from an Accredited University with 7+ years Weapon System and 3 + years Program Management Experience .
Junior-Level FMS Engineer			0.5	B.S. General Engineer from an Accredited University with 3 + years Weapon System Experience .
USN Junior-Level Engineer		1		B.S. General Engineer from an Accredited University with 3 + years Weapon System Experience .
				B.S. from an Accredited University with 15

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Logistics Senior-Level Analyst	1 Key Personnel: Logistics Manager On-Site 1	1	-	+ years Experience in Weapon/Missile System. Experience with in-service, logistics, inventory management and life cycle management.
Senior-Level FMS Analyst	1 Key Personnel: International Program Manager On-Site 1	6	4	B.S. from an Accredited University with 10 + years Experience in Weapon/Missile System. 3 + years of experience in International programs.
USN Mid-Level Analyst		0.5		B.S. from an Accredited University with 10 + years experience in Weapon System and 3 + years DoD 5000 Program Management Experience.
Mid-Level FMS Analyst	1 Key Personnel: MOU Program Manager 1 On-Site	14	8.5	B.S. from an Accredited University with 7 + years Weapon System Experience. 2 + years of experience in International programs.
Junior -Level FMS Analyst	1 On-Site	6	4	B.S. from an Accredited University with 3 years Weapon System Experience.
Total		36	19	* To manage fluctuations, use the same proportion of labor mix in option years as the labor mix in the base year.

The above Government estimate is provided for informational purposes only and is included to serve as a reference for prospective offerors to better understand the overall magnitude of the effort.

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

Due to the nature and scope of the work encompassed by this solicitation, the Government requires that there be no conflict which would preclude the prime contractor from performing any portion of the Statement of Work, regardless of whether it intends to subcontract that portion. Due to the nature of the work outlined in Section C, the Government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity OCIs, will arise for offerors that perform under other contracts within the cognizance of PEO IWS 3.0 as prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation. The Government is most concerned about potential OCIs in the following scenarios: (1) when a contractor's work under one Government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals (impaired objectivity OCIs); (2) when an performance of the all of the work under this solicitation would place an offeror in a position to make technical, design, or programmatic recommendations that would include hardware, software, system design, integration, or production of systems provided by the offeror's organization; or (3) when the provision of the engineering and technical direction described in Section C would create the situation prohibited by FAR 9.505-1 because the offeror is currently a prime contractor, subcontractor, or consultant on a contract for the supply of a system covered by this solicitation or any of its major components.

Therefore, if any offeror may have an OCI, or if any offeror has taken any steps to eliminate an OCI and the offeror believes that the conflict no longer exists, the offeror must notify the Government and must submit an OCI mitigation plan with its proposal. Failure by an offeror that has identified a potential OCI or an eliminated OCI to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award. The Government will not accept mitigation measures for impaired objectivity OCIs. For any OCI, the Government will not accept mitigation or elimination measures: (1) that create an

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additional burden on the government to implement; (2) that involve directed subcontractors or creating separate lines of reporting or any modification to the Government/prime contractor relationship; or (3) that are deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime contractor or a subcontractor under this contract and a prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation.

This is not an exhaustive list of measures that will be considered inadequate to protect the Government. It is an illustrative list provided in an effort to ensure that all offerors understand the Government's expectations and intent to avoid OCIs. The Government reserves the right to determine whether or not any mitigation plan provided by an offeror is sufficient to protect the Government. The Government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the Government, such as agency review of contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All offerors are directed to review and comply fully with the OCI clauses included in Section C and I of this solicitation (ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) respectively).

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

2.1 General: Award will be made under Solicitation No. N00024-10-R-3047 based on a one-step source selection process. Proposals must be submitted in the SeaPort portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

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

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

8.5 x 11 inch paper

Single-spaced typed lines

No graphics or pictures (brochuremanship) other than graphs/tables/charts as may be required or necessary

Tables/Graphs/Charts are allowed for the staffing plan

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1 inch margins

12-point Times New Roman Font text

No hyperlinks

Microsoft Office (Word, Excel, Powerpoint) or Acrobat compatible

All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf

All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension xls.

-- Instructions regarding use of certain electronic products (i.e., Microsoft Office, Excel, Adobe) listed herein shall not be construed as Government endorsement of specified products.

--Any other attached documents requested herein shall be compatible with Microsoft Office 2003 format. Compression tools are limited to zip files that may be opened using PKZip or WinZip. The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 8 point Times New Roman font.

2.3.1 Specific File Format:

A. One (1) Microsoft Word or Adobe Acrobat file that includes the following sections:

VOLUME I: Technical Capabilities and Experience

- a) Capability and Corporate Experience
- b) Management Plan
- c) Staffing Plan
- d) Resumes of key personnel (2 Pages per Resume)
- e) OCI Mitigation Plan, if required

B. One (1) Microsoft Word or Adobe Acrobat file that includes the following sections:

VOLUME II: Past Performance

C. One (1) Microsoft Excel file that includes the following sections:

VOLUME III: Cost/Price

--Shall be submitted in a format compatible with Microsoft Office 2003 Excel in the Cost Summary Format provided as Attachment 2 to this solicitation, in addition to the Offeror loading their Section B pricing into the portal via the web form. Narratives related to cost/price summary data may be provided in MS Word format (may be a separate file).

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a. Cost Work Book**, as provided in Attachment 2 of this solicitation.

**(All Formulas shall be shown, not hidden; the government shall have the ability to manipulate the supplied Spreadsheet for evaluation purposes, i.e. modifying inputs shall change values in the supplied Spreadsheet. Additionally, Spreadsheets shall be formatted so that they may be printed easily)

b. Cost Assumptions and Cost Summary, as provided in workbook attachment of this solicitation.

c. Appropriate Accounting qualifications, practices and information shall be supplied by the contractor

d. Direct and Indirect Labor rates shall be easily identified as to build to a Burdened Labor rate

e. Escalation of Direct Labor rates shall be explained

f. Sub-Contractors information supplied by the Prime shall match what is supplied by the sub-contractor and if not, an explanation shall be supplied.

g. Files shall be formatted so that they may be easily printed.

h. Offerors shall bid in whole dollars only

D. One (1) Microsoft Word or Adobe Acrobat file that includes the following sections:

VOLUME IV

-Cover letter

-Section B

-Section H

- Small Business Sub-Contracting Plan

E. One (1) Microsoft Excel, Word or Adobe Acrobat file that includes the following sections:

- Any additional supporting cost information as necessary.

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

2.3.3 Page Limitations: Page limitations are identified for each volume/section of the proposal, as described in paragraph 3 below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

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Title/Cover pages and brief introductions

Tables of contents

Glossaries of abbreviations and acronyms

Teaming agreements, letters of intent for key personnel or subcontractors/consultants, and subcontract agreements

Proposal Cross-Reference Tables

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

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

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

3.0 PROPOSAL ORGANIZATION

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

These Volumes shall be applicable to the following Tasks:

3.1 Volume I - Technical Capabilities and Experience

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

- Capability and Corporate Experience: 25-Page Limit
- Management Plan: 10-Page Limit
- Staffing Plan (Attachment 4): No Page Limit
- Resumes of Key Personnel: Limit 5 resumes (2-page limit per resume)
- OCI Mitigation Plan, if required (no page limit)

3.2 Volume II - Past Performance

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- Past Performance Questionnaires (Attachment 5): Minimum of 3 Required for the Prime, and a minimum of 1 reference for any subcontractor valued at \$10M or more for base and all options.
- Previous Contracting Efforts (Attachment 6): Minimum of 3 references (2-Page Limit each) for the Prime, and a minimum of 1 reference for any subcontractor valued at \$10M or more for base and all options.

3.3 Volume III - Cost/Price

- Section B Pricing - completed on the webform provided in the portal (No Page Limit)
- Cost/Price Narrative: 5-Page Limit
- Cost/Price Supporting Data: (No Page Limit) Cost Summary Format – Attachment 2, and Supporting Costs Data Format - Attachment 3
 - All Subcontractor cost/price supporting data must be submitted in the portal in MS Excel format provided as Attachment 2 (No Page Limit)
- DCAA Rate Check Template (Attachment 8)

3.4 Volume IV - Contract Information

- Cover/Forwarding Letter: 1-Page Limit
- Letters of Intent for proposed Key Personnel: No Page Limit
- Section H: Fill-ins for Level-of-Effort Clause (2-Page Limit)
- Small Business Subcontracting Plan (No Page Limit)

4.0 PROPOSAL CONTENT

4.1 OFFER

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

4.2 VOLUME I –TECHNICAL CAPABILITIES AND EXPERIENCE

a) CAPABILITY AND CORPORATE EXPERIENCE:

This section should provide information that depicts the offeror's depth of corporate experience and qualifications to perform the requirements identified in the SOW, and establish the offeror's management capability for the scope of work and variety of skill categories and manning levels required under this RFP.

Particular emphasis should be placed on recent (past five years) and current efforts in support of weapon systems integration (domestic and foreign) and FMS case development. Demonstrate the offeror's specific capability, knowledge and relevant experience to perform the requirements identified within the Statement of Work (SOW). Demonstrate the offeror's overall understanding of the scope of the tasks described in the SOW and describe your approach to performing the SOW tasks. Include a description of all awards and recognitions received for performing similar efforts.

The offeror shall demonstrate its approach to providing quality performance. The offeror shall demonstrate their approach to maintaining schedule, performance, providing quality deliverables and managing cost.

- Demonstrate experience integrating efforts and interacting with internal and external organizations and activities. Examples include, but are not limited to:

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- o PEO IWS 3.0 (Surface Weapons Systems Division) including IWS 3.0 Major Program Manager Surface Ship Weapons and Launchers and IWS 4.0 Major Program Manager for International Programs.
- o International Navies

Offerors shall submit a proposed Management Plan to describe how the offeror intends to manage and coordinate the task efforts of this contract, include planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback. The Management Plan shall include an organizational chart for the effort to perform the SOW. Describe the ability of the offeror's proposed organizational structure and office systems to ensure effectiveness and efficiency in : (1) interfacing with IWS 3A and NAVSEA personnel; 2) On-site support to IWS-3A; and (3) Performance and coordination of work. Describe the procedures in place for monitoring and controlling costs, and demonstrate that they are successful. If teaming or subcontracting is contemplated, Offerors must provide a full description of:

- the proposed subcontractors or team members;
- the portions of the statement of work that will be subcontracted or the planned division of tasks within the team;
- the extent (percentage) of subcontracting or the percentage division within the team;
- the management structure for coordinating and controlling subcontractors and/or team members;
- points of contact;
- the sole bearer of ultimate responsibility for performance.

b) STAFFING PLAN:

The offeror shall complete and submit Section J – Attachment (4), Staffing Plan. The offeror shall not be penalized for use of sub-contractors but shall describe how the proposed team provides optimal balance between size, manageability, and support capability while maintaining an integrated approach. The offeror must demonstrate its ability to comply with the 10% small business subcontracting requirement outlined in the General Information and the regulations referenced in Section I and Section L.

The staffing plan shall include a Listing of Key Personnel. In addition, the following information must be included for all proposed personnel:

- a. Individual's Name.
- b. Labor category.
- c. Company Name.
- d. Years of applicable experience.
- e. Highest degree attained.
- f. Degree Area.
- g. Security Clearance Level
- h. Numbers of labor-hours that individual is being proposed by CLIN.

Note: A staffing plan template is included as Attachment 4 to this solicitation

c) RESUMES OF KEY PERSONNEL:

The offeror shall provide a detailed resume for each individual identified as key personnel that best demonstrate the capability to perform the requirements of this task order. (Maximum of 5 resumes)

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All key personnel resumes must provide, as a minimum, the following information:

- (a) Name, years of experience, training, unique or special qualifications, current level of security clearance, positions held and tenure with the firm;
- (b) Degrees held by each individual and/or other pertinent education. Include date(s), degree(s), and respective college or university from which the degree(s) were received;
- (c) The work history of each key personnel as it relates to the anticipated statement of work task(s) to be assigned to that individual. Include dates for the various kinds of experience shown.

The Labor Category Qualification Guidance are specified within the Additional Instructions and Conditions and Notices to Offerors in Section L of this solicitation. It is being provided as a guide to notify offerors of the types of experience and training that the Government considers important to successfully execute the task order. The caliber of personnel set forth is intended to be a guideline, vice minimum qualifications, and is intended to assist offerors in selecting key personnel who are capable of performing the tasks required under this solicitation. It is important to note that the Government will enforce the requirements listed under H-7 of this awarded contract, "Substitution of team members and substitution of personnel".

4.3. VOLUME II: PAST PERFORMANCE:

The Offeror shall provide three past performance references for themselves and one reference for any subcontractor valued at \$10M or more (for base and all options) that reflect relevant experience performed within the last five years that demonstrates the ability to perform the scope and breadth of the work. The Offeror must submit the completed Past Performance Questionnaires (Attachment 5) and Previous Contracting Efforts (Attachment 6). The Government may consider past performance information obtained from sources other than those identified by the Offeror, including but not limited to Federal, State and local government agencies, Better Business Bureaus, published media and electronic databases. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references other than those references provided by the Offeror.

Past Performance Questionnaire (Attachment 5): 21 pages (3 references)

Previous Contracting Efforts (Attachment 6): 6 pages (3 references)

4.4. VOLUME III: COST:

4.4 VOLUME III

4.4.1 SECTION 1

4.4.1.1 Cost/Price (Section B)

a. Offerors shall submit pricing for Section B within the SeaPort portal using the portal web form. Proposed costs/prices must be provided for each Contract Line Item Number (CLIN) identified in this solicitation. The Offeror shall comply with instructions contained herein for submittal of the Cost/Price Proposal.

b. The Government's labor mix is provided in the "(1) General" section of this Section L of this solicitation.

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Offerors have the latitude to propose the mix of labor in accomplishing the requirements identified within the Statement of Work in a high quality, efficient, and cost effective manner.

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

4.4.2 SECTION 2

4.4.2.1 Supporting Cost/Price Data (Prime Offerors)

a. Offerors shall provide supporting Cost/Price Data using the format provided as Attachment 2 with this solicitation. The supporting cost/price data shall include all major cost elements (Direct Labor by category/rate/hours, Fringe rate and amounts, Overhead rate and amounts, G&A rate and amounts, Cost of Money factor/rate and amount, escalation, Subcontracts, etc.) and fees/profit. Offers shall include the specified level(s) of effort (man-hours) for each CLIN. Offerors shall clearly identify any proposed hours which are uncompensated effort.

b. Offerors shall provide Supporting Cost/Price spreadsheets using the format provided as Attachment 3 that details the breakdown of costs, with complete formulas, of proposed costs/prices by contract year.

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

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

e. The Government estimates for Other Direct Costs are shown in the chart below. This ODC estimate must be included in Section B of the offer for CLINs 6000-6002 and Option CLINs 6100-6102, 6200-6202, 6300-6302, and 6400-6402. Surge ODC are estimated at 10% of the yearly ODC estimates. No other ODC amounts shall be included. These are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee-not allowable indirect costs or burdens.

Year 1	
CLIN 6000	\$155,844
CLIN 6001	\$244,156
CLIN 6002	\$100,000
CLIN 6003	\$50,000 SURGE
Total Year 1	\$550,000

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Year 2

CLIN 6100	\$160,520	
CLIN 6101	\$251,480	
CLIN 6102	\$103,000	
CLIN 6103	\$51,500	SURGE
Total Year 2	\$566,500	

Year 3

CLIN 6200	\$165,335	
CLIN 6201	\$259,025	
CLIN 6202	\$106,000	
CLIN 6203	\$53,036	SURGE
Total Year 3	\$583,396	

Year 4

CLIN 6300	\$170,295	
CLIN 6301	\$266,795	
CLIN 6302	\$109,000	
CLIN 6303	\$54,609	SURGE
Total Year 4	\$600,699	

Year 5

CLIN 6400	\$175,403	
CLIN 6401	\$274,797	
CLIN 6402	\$113,000	
CLIN 6403	\$56,320	SURGE
Total Year 5	\$619,520	

f. Offerors shall address Subcontracted Costs. Each subcontractor estimate shall be addressed separately, and detailed cost information shall be provided in the same format (Attachment 2) as required for the prime contractor. The detailed information may be submitted separately to the Government if the subcontractor does not wish to provide this data to the prime Offeror. Subcontractors may submit their information directly to the Government via the SeaPort portal. For cost/price summary data provided separately, Subcontractors shall place the appropriate restrictive legend on their data and identify the Company name, address, point of contact and solicitation number. **SUBCONTRACTORS ARE REQUIRED TO PROVIDE CONTACT INFORMATION FOR THEIR COGNIZANT DCAA BRANCH OFFICE WITH THE NAME AND PHONE NUMBER OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY.**

g. Offerors shall propose in whole dollars only.

4.5 VOLUME IV

4.5.1 Contract Information

4.5.1.1 Cover Letter

Offerors shall provide a cover letter with the following information:

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- Solicitation number;
- The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 140 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- Name, title, telephone and facsimile number, and e-mail address of the person to be contacted regarding scheduling the Offeror's oral presentation;
- DCAA office point of contact including branch location, contact name, telephone number and e-mail address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and
- Identify all enclosures being transmitted as part of its proposal

4.5.1.2 Small Business Subcontract Management Plan

Proposals submitted by Large Business Concerns must demonstrate that at least ten percent (10%) of the proposed total potential labor value of the Task Order is to represent contract awards to Small Business Concerns. Proposals submitted by Large Business Concerns that fail to demonstrate this requirement will be deemed technically UNRESPONSIVE and will not be considered for Task Order award.

Proposals submitted by Large Business Concerns shall describe the extent to which the Offeror's company has identified and committed to provide for participation by Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns and Historically Black Colleges and Univeristy Concerns in the performance of the requirements of this Task Order. Offerors shall provide sufficient information to demonstrate that the tasks assigned the selected Small Business subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability. The Offeror shall describe their management approach for enhancing Small Disadvantaged, Women-Owned Small Business, HubZone Small Business, Veteran-Owned Business,Service-Disabled Veteran-Owned Small Business and Historically Black Colleges and Universities subcontractors' technical capability. Of special interest is the amount and type of work to be performed by the aforementioned subcontractor(s). The Offeror shall explain the reasons for and advantages of selecting particular subcontractors.

NOTE: The North American Industry Classification (NAIC) code applicable to the requirements contained within this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over their three previous fiscal years that was less than \$27,000,000. The size standard certified to by the Prime for their basic SeaPort contract is valid for the base ordering period and duration of any resultant Task Order issued against this solicitation

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SECTION M EVALUATION FACTORS FOR AWARD

A Task Order will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors described herein.

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

This solicitation is unrestricted. There is a Small Business Subcontracting requirement of 10% of the total estimated cost, at the first tier, as described herein. Offerors who are other than Small Businesses are required to submit a Small Business Subcontracting Plan, as described in Section L, that addresses this requirement.

GENERAL:

It is Navy's intent to award a Cost-Plus-Fixed-Fee (CPFF) type Task Order for Engineering Services in support of PEO IWS 3.0 (Major Program Manager-Surface Ships Weapons and Launchers). The Task Order will include a 12-month base period, and four, one-year Option periods. Attention is directed to contract clause H.7 TASK ORDER PROCESS, paragraph C. Competitive Ordering Process, which provides that award will be made to that Offeror whose proposal is most advantageous to the Government under the selection criteria set forth in this Section M.

The Government intends to evaluate proposals and award a task order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, in accordance with clause H.7 of the basic IDIQ contract, if necessary, during the evaluation of proposals, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16.

1.0 BASIS FOR AWARD

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

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

(2) The proposal must meet all solicitation requirements.

b. The Government anticipates a single Task Order award resulting from this solicitation. Award will be made to the Offeror whose proposal provides the best overall value to the Government considering the factors and subfactors identified below. However, the Government reserves the right to award more than one, or no Task Order, depending on the quality of the proposals received and the availability of funding. In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the Offeror with the lowest proposed cost/price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.

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

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

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

2.0 EVALUATION FACTORS AND SUBFACTORS

2.1 APPLICATION OF FACTORS AND SUBFACTORS

a. **General.** Prospective Offerors shall be evaluated in terms of their ability to meet or exceed the program’s requirements stated in the Statement of Work (SOW) as demonstrated in their proposals. Proposals shall be evaluated in accordance with the factors and subfactors described in paragraph 2.2 “Description of Evaluation Factors” below.

b. **Relative Importance.** The following table indicates the factors and subfactors that will be considered in awarding the Task Order.

FACTORS	SUBFACTORS
Factor 1: Technical Capabilities and Experience	(a) Capability and Corporate Experience (b) Staffing Plan (c) Resumes of Key Personnel

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Factor 2: Past Performance [None]
Factor 3: Cost/Price [None]

The Technical Capabilities and Experience Factor is more important than the Past Performance Factor. The Past Performance Factor is more important than the Cost/Price Factor. Within the Technical Capabilities and Experience Factor, Subfactors (a) and (b) are of equal importance. They are each more important than subfactor (c). The non-cost/price factors, when combined, are significantly more important than the Cost/Price factor. However, as competing proposals approach equality in the non-cost factors, Cost/Price will become more important.

c. Adjectival Ratings. The following adjectival ratings/definitions shall be used for the Technical Capabilities and Experience evaluation factor and subfactors:

Outstanding: An outstanding proposal is characterized as follows:

- The proposed approach indicates an exceptionally thorough and comprehensive understanding of the program goals, resources, schedules, and other aspects essential to performance of the program.
- In terms of the specific factor or subfactor, the proposal contains major strengths, superior technical merit, or innovations that should substantially benefit the program.
- There are no deficiencies. Weaknesses, if any, are minor and are more than offset by strengths.
- The risk of unsuccessful contract performance is extremely low. There is little or no potential to cause disruption of schedule, increase in cost, or degradation of performance.

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

- The proposed approach indicates a thorough understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- The proposal has strengths which indicate the proposed approach will benefit the program.
- There are no deficiencies. Weaknesses, if any, are minor and are more than offset by strengths.
- The risk of unsuccessful contract performance is very low. There is little or no potential to cause disruption of schedule, increase in cost, or degradation of performance.

Satisfactory: A satisfactory proposal is characterized as follows:

- The proposed approach indicates an adequate understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- There are few, if any, strengths that benefit the program.
- There are no deficiencies. Weaknesses are generally offset by strengths.
- The risk of unsuccessful contract performance is low. There is potential to cause some disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort will probably be able to overcome difficulties.

Marginal: A marginal proposal is characterized as follows:

- The proposed approach indicates a superficial or vague understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- There are no deficiencies. The proposal has one or more major weaknesses that are not offset by strengths.
- The risk of unsuccessful contract performance is moderate. There is potential to cause disruption of schedule, increase in cost, or degradation of performance. However, special contractor emphasis will probably be able to overcome difficulties.

Unsatisfactory: An unsatisfactory proposal is characterized as follows:

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- The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- The proposal has one or more significant weaknesses and/or deficiencies.
- The risk of unsuccessful contract performance is high. There is likelihood of significant disruption of schedule, increase in cost, or degradation of performance, even with special contractor emphasis.

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

Outstanding: The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the customer's benefit. The assessed prior performance was accomplished with very few or very minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, highly effective. Performance of completed contracts either was consistently of the highest quality or exhibited a trend of becoming so. The offeror's past performance record leads to an extremely strong expectation of successful performance.

Very Good: The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the customer's benefit. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. Performance over completed contracts either was consistently of high quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation of successful performance.

Satisfactory: The offeror's performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some problems for which corrective actions taken by, or proposed to be taken by, the contractor were, or are expected to be, for the most part effective. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation of successful performance.

Marginal: The offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The assessed prior performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

Unsatisfactory: The offeror's performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

NEUTRAL - The offeror lacks a relevant past performance record or past performance information is

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not available or cannot be determined. The offeror will not be evaluated favorably or unfavorably on past performance.

2.2 DESCRIPTION OF EVALUATION FACTORS

2.2.1 FACTOR 1 –TECHNICAL CAPABILITIES AND EXPERIENCE

The Technical Capability Factor is evaluated based upon an assessment of three subfactors: (a) Capabilities and Corporate Experience, (b) Staffing Plan, and (c) Resumes of Key Personnel.

Subfactor (A) Capabilities and Corporate Experience

The Government will evaluate:

- The degree to which the offeror's technical approach clearly demonstrates the capability and knowledge required to perform the requirements of the SOW and related capabilities.
- The degree to which the proposal demonstrates the offeror's depth of corporate experience and qualifications relevant to performance of the SOW.
- The degree to which the offeror demonstrates an overall understanding of the scope of work and a sound approach to performing the tasks described in the SOW.
- The degree to which the offeror demonstrates its ability to maintain schedule, performance, provide quality deliverables, and manage cost.
- The degree to which the proposal demonstrates experience with integrating and interacting with multiple organizations and activities.
- The degree to which the Management Plan shows clear delineation of functional role and responsibility
- The degree to which the Management Plan shows clear lines of authority
- The degree to which the Management plan describes an efficient and effective approach to perform, manage, and coordinate SOW efforts, including utilization of resources and monitoring performance.

Subfactor (B) Staffing Plan

The Government will evaluate

- The degree to which the Staffing Plan clearly maps to the offeror's technical approach and demonstrates that the proposed personnel have the capability to perform the proposed approach.
- The degree to which the staffing plan supports performance of the SOW.

Subfactor (C) Resumes of Key Personnel

The Government will evaluate the degree to which the proposal, including the key personnel resumes, demonstrates:

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- The proposed key personnel's knowledge and ability to successfully perform the SOW.
- Relevant experience of proposed key personnel in performing each of the SOW areas.
- The relevant education and training of the proposed key personnel.

2.2.2 FACTOR 2 – PAST PERFORMANCE

The Government will evaluate the submitted Past Performance Questionnaires and the Previous Contracting Efforts for the offeror and proposed subcontractors for which such submissions are required by Section L. The Government will evaluate both the quality of the offeror's performance and the relevance of the effort to the work under this task order. The Government may contact some of each Offeror's customers to ask, for example, whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror controlled cost; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance they would 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 but not limited to Federal, State, and local government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

2.2.3 FACTOR 3 – COST/PRICE

The evaluation will be based on an analysis of the reasonableness, realism and completeness of the cost/price data, the traceability of the cost to the Offeror's Technical Capabilities and Experience Factor data and proposed allocation of man-hours and labor mix. The Government will conduct a cost realism analysis in order to determine the most probable cost of performance for each offeror. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as Direct Labor, Overhead, G&A, as necessary and appropriate, will be used to arrive at the Government determination of the probable cost to be incurred for the performance of this task order. A Total Evaluated Cost (including the probable costs, proposed Fees, and ODCs) for the base year and option years (inclusive of all CLINs) shall be calculated. This Total Evaluated Cost will be used in making an award recommendation. Cost adjustments are for evaluation purposes only and Award will be made at proposed costs and fees of the successful Offeror. 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. Offeror's are cautioned that to the extent proposed costs appear unrealistic, the Government may infer a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offerors.

The Government will evaluate offers for award purposes by adding the Total Evaluated Cost as calculated above for the base period to the Total Evaluated Cost as calculated above for the Option years. The Government will review the proposed costs and fees for the Option years for balance and reasonableness in comparison with proposed costs and fees for the base year. Evaluation of the Option years will not obligate the Government to exercise the Option years.