

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3067		2. AMENDMENT NO. 2		3. EFFECTIVE DATE 02/09/2010		4. PURCHASE REQUEST NO. NA	
5. ISSUED BY Rick A Paskoski NAVAIR Aircraft Division Pax River 21983 BUNDY ROAD, Bldg 441 Patuxent River MD 20670 rick.a.paskoski@navy.mil 301-757-2523				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 02/25/2010 1430 <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 purpose of this amendment to the solicitation is to (1) Delete "Choose the appropriate sentence from the below choices:" from Section M, Paragraph 1.1 and (2) Add under Section J, the Locator Form for Clause 5252.204-9502 as Attachment 2.

AMENDMENT 1

The purpose for this amendment to the solicitation is to:

1. Add Attachment 1 "Quality Assurance Surveillance Plan". This Attachment 1 will remain as part of the task order after award.
2. Revised the proposal due date in page 36 Section L, Paragraph 1.10.1, from 11 Feb 2010 to 25 Feb 2010.
3. Revise Section L, Paragraph 2.1 as follows:

Delete:

2.1 For informational purposes only, the Government historical estimate is 117,700 hours for the entire work effort (23,540 per year). This estimate does not include Option for Increased Services CLIN hours. A work-year is defined as 1920 hours exclusive of holidays and leave.

CLINS	4000-4300 & 7400
SERVICE	APN
Labor Category	Hours
Program Manager (Contractor site)	1,960
Sr. Operations Logistics Manager (Gov't site)	3,920
Sr. Operations Logistics Manager (Contractor site)	1,960
Logistics Analyst (Gov't site)	3,920
Logistics Analyst (Contractor site)	11,780

Replace with:

2.1 For informational purposes only, the Government historical estimate is **115,200** hours for the entire work effort (**23,040** per year). This estimate does not include Option for Increased Services CLIN hours. A work-year is defined as 1920 hours exclusive of holidays and leave.

CLINS	4000-4300 & 7400
SERVICE	APN
Labor Category	Hours
Program Manager (Contractor site)	1,920
Sr. Operations Logistics Manager (Gov't site)	3,840
Sr. Operations Logistics Manager (Contractor site)	1,920
Logistics Analyst (Gov't site)	3,840
Logistics Analyst (Contractor site)	11,520

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GENERAL INFORMATION

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Contracting Officer: Name: Rita Pegg
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This acquisition is a Service Disabled Veteran Owned Small Business (SDVOSB) set-aside and only applicable to Zone 2, National Capital. (See Clause 52.219-27)

This task order is issued in accordance with the terms and conditions of the Seaport-e multiple award contract. Only clauses and provisions requiring fill-ins or unique to this task order have been included in full text in the task order.

This is a cost-plus-fixed-fee type task order.

The previous contractor and contract number are provided:

Contractor: LTM, Inc.
Contract number: N00178-05-D-4435 task order M802

CLINs 4050, 4150, 4250, 4350, 6050, 6150, 6250, 6350, 7450 and 9450 are for increased services. This is a 10% mathematical calculation of its corresponding CLIN (i.e. 4000 and 4050; 4100 and 4150 correspond). (See Clause H-1)

The period of performance dates listed in Section F, at this time, are estimated. This delivery order will be for a base period of one year with four 12 month option periods from date of award. These dates will be reflected in the awarded 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	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Base Year (OTHER)	1.0 Lot		
4050	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Increased services - Base (OTHER) Option	1.0 Lot		
4100	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Option 1 (OTHER) Option	1.0 Lot		
4150	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - Increase services - option 1 (OTHER) Option	1.0 Lot		
4200	Undergraduate Flight Training System Logistics/Mainten ance Program Support IAW the SOW - option 2 (OTHER) Option	1.0 Lot		
4250	Undergraduate Flight Training	1.0 Lot		

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System
Logistics/Mainten
ance Program
Support IAW the
SOW - Increase
services - option
2 (OTHER)
Option

4300 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support IAW the
SOW - option 3
(OTHER)
Option

4350 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support IAW the
SOW - Increase
services - option
3 (OTHER)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs Base Year (OTHER)	1.0 Lot	
6050	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. Increased services Base (OTHER) Option	1.0 Lot	
6100	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs Option 1 (OTHER)	1.0 Lot	

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Option

6150 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs.
Increase services
option 1 (OTHER)
Option

6200 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs
option 2 (OTHER)
Option

6250 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs.
Increase services
option 2 (OTHER)
Option

6300 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs.
option 3 (OTHER)
Option

6350 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support Other
Direct Costs.
Increase services
option 3 (OTHER)
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
7400	Undergraduate Flight Training System Logistics/Mainten	1.0	Lot			

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ance Program
Support IAW the
SOW - option 4
(OTHER)
Option

7450 Undergraduate 1.0 Lot
Flight Training
System
Logistics/Mainten
ance Program
Support IAW the
SOW - Increase
services - option
4 (OTHER)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

9400	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. option 4 (OTHER) Option	1.0	Lot	
9450	Undergraduate Flight Training System Logistics/Mainten ance Program Support Other Direct Costs. Increase services option 4 (OTHER) Option	1.0	Lot	

Clauses specified in Section B of the Seaport-e basic contract are incorporated into this order if applicable.

The task order Contracting Officer and/or Contract Specialist will unilaterally create additional SLINs during performance of this task order to accommodate the multiple type of funds that will be used under this order.

The exercise of option CLINs 7000- 9999 are contingent upon the awardees maintaining an active Seaport-e contract.

All CLINs are Cost Plus Fixed Fee or Cost Reimbursable to include travel, materials and NMCI.

Offerors are reminded to ensure that the percentage rates proposed for Fixed Fee, Pass-Through Costs, and Direct Labor Escalation are no greater than the CAP percentages rates specified in their Seaport Contract.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Clauses specified in Section C of the Seaport-e basic contract are incorporated into this order if applicable.

Naval Undergraduate Flight Training Systems Performance Based SOW

1.0 Introduction and Background. Program Management Air (PMA)-273 is the Naval Undergraduate Flight Training Systems Program Office. The mission of PMA-273 is to procure products and services to meet Naval Aviation's Undergraduate Flight Training requirements as defined by the Chief of Naval Air Training (CNATRA). PMA-273's charge includes responsibility for the logistic and sustainment requirements for those product and services. The following training systems are under PMA-273's area of responsibility: T-45TS, T-2, T-6, T-34, T39, T-44, TH-57 and TC-12. The acquisition of Contractor Support Services (CSS) is an integral part of accomplishing PMA-273's missions. CSS efforts address the many administrative, engineering, logistic, and training support services necessary to meet the Customer's needs. This Performance Work Statement (PWS) includes those essential CSS required to support the PMA-273 Logistics Team.

2.0 Scope. This is a Performance-Based Task Order. There are multiple aircraft platforms and aircraft training system Integrated Product Teams (IPTs) that are supported by this contract. They are the T-45TS, T-44, TC-12 and T-6.

3.0 Applicable directives. None.

4.0 Requirements. All tasks performed shall be in compliance with Federal Acquisition Regulations (FAR) Part 7.5. PMA-273 functions in a Microsoft Office environment; therefore capability with Office products is requisite. Minimum Microsoft Office version 2003. Where applicable, the Navy's Enterprise Resource Planning (ERP) accounting system shall be utilized in the performance of this PWS. The contractor shall perform the following tasks:

4.1 Integrated Logistics Management Support

4.1.1 Participate in meetings as required.

4.1.2 Provide source data in a draft format and update acquisition and logistics documents, including, but not limited to: Acquisition Logistics Support Plans, Integrated Logistics Support Plans, Configuration Management Plans, Post Production Support Plans, and Demilitarization Plans.

4.1.3 Provide recommendations for the development of supportability analyses, Statements of Work (SOW), Statements of Objective (SOO), Performance Work Statements (PWS), and Performance Based Supportability Specifications for new and modification programs.

4.1.4 Analyze Contractor Logistics Support (CLS) contractor's budget submittal.

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- 4.1.5 Perform technical evaluations of the CLS and Production contractors' proposals to modify existing contracts and engineering change proposals.
- 4.1.6 Provide inputs for logistics data calls.
- 4.1.7 Develop and prepare Logistics briefings for all required meetings and draft and finalize minutes for distribution.
- 4.1.8 Use GOSTRACK (T45TS) or an approved tracking system to add/update action chits/action items generated at all ILS meetings.
- 4.1.9 Conduct analyses of Support Equipment Recommendation Data (SERD) and track all recommendations.
- 4.1.10 Review excess equipment lists for applicability to the Naval Undergraduate Flight Training Systems platforms.
- 4.1.11 Maintain the Navy approved spares model (Aviation Readiness Relate to Ownership of Weapons Replaceable Spares).
- 4.1.12 Conduct logistics impact assessments of new technology programs that may be utilized in support of PMA-273.
- 4.1.13 Analyze identified logistics risks and make recommendations in support of logistics risk management. Provide recommendations for timely ILS program implementation and support.
- 4.1.14 Utilize the NAVAIR Logistics Tools, Naval Aviation Logistics Data Analysis (NALDA), Government On Line Database (GOLD), GOSNET, Crystal Reports, Deckplate and Livelink, as needed to:
- a) Identify and document reliability system problems,
 - b) Develop alternative support solutions,
 - c) Identify and evaluate consumables that have potential for repair,
 - d) Identify and evaluate repairables that have potential for reduction in turnaround time,
 - e) Prepare Readiness, Supportability and Affordability analysis as required.
- 4.1.15 Update and maintain the Logistics Project Tracker as required.
- 4.1.16 Generate and track Procurement Initiation Documents (PIDs) and funding documents for the Contract Depot Field Team (CDFT), Intermediate Maintenance Program (IMP), Strip & Paint (S&P) and In-Service Repair (ISR) efforts.
- 4.1.17 Participate in the weekly Logistics Conference Call with all stakeholders.
- 4.1.18 Disseminate all Training Air Wing Daily Status Reports and Engine Availability Daily Status Reports.

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4.1.19 Analyze the information submitted for determining the planning, coordination and cost of aircraft Crash Damage Repairs

4.1.20 Maintain metric charts, including, but not limited to, Ready for Training (RFT), Sortie Completion Rate (SCR), Flight Hour and aircraft mission capability charts.

4.1.21 Retrieve and provide analysis of data from the Aircraft Engine Management System (AEMS). Analysis shall include but not be limited to reliability and readiness status, history and forecasts.

4.1.22 Provide inputs and support in the development of the Occupational Safety Improvement Program (OSIP) for new and existing aircraft modifications.

4.1.23 Provide detailed logistics analysis of Contract Data Requirement List (CDRL) deliverables for the Contractor Logistics Support (CLS), the Power By the Hour and the Production contracts.

4.1.24 Provide administrative support for the coordination of the annual T45TS Fleet Support Team meeting.

4.2 Analysis Maintenance Planning & Development

4.2.1 Conduct detailed analysis of Reliability Centered Maintenance (RCM) data.

4.2.2 Maintain and update Navy Reliability Centered Maintenance/Integrated Reliability-Centered Maintenance System (RCM/IRCMS) database.

4.2.3 Maintain the Optimized Organizational Maintenance Activity (OOMA) Baseline and serve as the Baseline manager for training Aircraft where required.

4.2.4 Analyze Maintenance and logistics cost databases and provide assessments of logistics support cost, schedules, and availability.

4.2.5 Review Logistics Support (LS) Analysis Records and Level of Repair Analysis (LORA) to make recommendations for inclusion in the maintenance plan.

4.2.6 Review Source, Maintenance & Recoverability (SM&R) codes and make recommendations for proposed SM&R code changes.

4.2.7 Utilize the Configuration Management Information Systems (CMIS) as required.

4.2.8 Participate in site activations and prepare site activation support plans as required.

4.2.9 Conduct site evaluations and prepare site evaluation reports as required.

4.3 Configuration Management Support

4.3.1 Provide Configuration Management (CM) expertise in support of maintaining the Navy's approved Configuration Management plan for the Naval Undergraduate Flight Training Systems.

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4.3.2 Perform logistics impact assessments and analyses of Pre Planned Product Improvements, Engineering Change Proposals (ECP), Engineering Investigation (EI) Requests, Quality Deficiency Reports (QDR), Technical Publication Deficiency Reports (TPDR), Bulletins, AGE Bulletins, Technical Directives, Statements of Work, and other engineering and logistics products and documents in support of the PMA-273. Provide detailed independent analyses to ensure the attainment of operational, maintenance and logistics objectives. Implement and maintain a system for tracking proposed changes to all documents after review. Perform comparative engineering assessments and cost analyses of proposed changes for impacts on operational and field services. Develop a basis for estimating the costs of proposed changes including installation costs and schedules.

4.3.3 Maintain a repository, such as the TDSA, of all Configuration Management changes, documentation, technical directives and correspondence.

4.3.4 Review and analyze requests for deviations and waivers

4.3.5 Prepare administrative Configuration Control Board packages for the Naval Undergraduate Flight Training Systems Configuration Manager.

4.3.6 Develop and maintain a tracking chart for all Engineering Changes and associated Technical Directives. Coordinate the review of all technical directives and review for compliance with NAVAIR 00-25-300. The contractor shall analyze and evaluate proposed Rapid Action Minor Engineering Changes (RAMECs) and other configuration change documents.

4.3.7 Conduct a weekly TD/Modification Status meeting with the prime contractor, Fleet Support Team, CLS, and any other contractor or Government representative in attendance.

4.3.8 Review all proposed Time Compliance Technical Orders (TCTOs) and Technical Directives for

Naval Undergraduate Flight Training Systems.

4.4 Supportability Analysis

4.4.1 Provide simulation and modeling support for Readiness Based Sparing and Provisioning models.

4.4.2 Recommendations for developing and maintaining comprehensive affordable readiness plans.

4.4.3 Conduct analysis of contractor prepared support plans to ensure maintenance and logistics support requirements are adequately planned.

4.4.4 Analyze engine spares usage histories to adjust scheduled inspection intervals or change scope determined by analysis of maintenance data, maintenance strategies and avionics upgrades.

5.0 Place of Performance: The contractor shall perform at Patuxent River, MD; Cherry Pt, NC; NAS Kingsville, TX; and Wright Patterson AFB OH and the contractor's facility as estimated below:

	Patuxent River, MD	Cherry Point, NC	Kingsville, TX	Wright Patterson AFB
% Of Contractor Effort	63%	15%	15%	7%

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% Contractor On-site	40%	0%	50%	100%
% Contractor Off-site	60%	100%	50%	0%

6.0 Deliverables

A001 Status Reports Monthly

A002 Funds and Expenditure Reports Monthly

7.0 Required annual travel for this effort is estimated to consist of the following locations, trips, persons, days:

FROM	TO	# of Personnel	Trips	Days
Contractors Site	Corpus Christi TX	4	1	4
Contractors Site	Kingsville TX	2	4	4
Contractors Site	Indianapolis IN	1	2	4
Contractors Site	Corpus Christi TX	2	2	4
Contractors Site	Jacksonville FL	2	2	4

Travel may be required to other locations depending on program needs.

All travel expenses shall be authorized by the TOM, and only those travel expenses having valid receipts and travel claims shall be reimbursed to the contractor. Travel shall be reimbursed at cost in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR) found at <http://dodtravelregs.hqda.pentagon.mil/>.

8.0 Security and Government Base Access:

8.1 No Operation Security (OPSEC) Plan shall be required nor security classification level.

8.2 Access to classified documents is not required, but access by contractor personnel on this contract is required for the following sites: NAS Patuxent River, MD; Cherry Pt, NC; NAS Kingsville, TX; and Wright Patterson AFB OH. Base access shall be arranged through the Government Task Order Manager (TOM). The TOM shall have the responsibility to coordinate and provide a complete authorized Contractor Base Access Request Form for access to any government installation.

8.3 Visit requests shall be the need to know basis certified by the TOM. Visit request to military and government installations for classified or unclassified visits from subcontractors shall be sent via the prime contractor who will certify the need to know basis.

8.4 Information Technology Security Reporting. It is imperative that the Government maintain thorough visibility of personnel accessing Government systems while performing under this contract. Therefore, the contractor

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shall provide an Information Technology Personnel Security as per clause 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (JUN 2009). (See Para 12 below)

9.0 Period of Performance: This delivery order will be for a base period of one year with four 12 month option periods. If the overall contract is extended, the government reserves the right to extend beyond the last option period as allowable.

10.0 NMCI Connectivity

10.1 Contractor shall have Government Public Key Infrastructure (PKI) Certificates upon award of contract execution. The contractor shall have NMCI computer resources connectivity in accordance with DFARS 5252.237-9503. The contractor shall possess NMCI connectivity from the start of award period for all personnel requiring access to FET Microsoft SharePoint portal and the SAAR database located at Dahlgren, VA.

10.2 Any tools developed that shall be hosted by the Navy Marine Corps Intranet (NMCI) or run on NMCI workstations shall be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort shall be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

10.3 The Government currently allocates seven (7) NMCI seats across the various aircraft platforms. The government expects the contractor to utilize Navy and PMA 273 approved data information systems.

ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract# N00024-00-D-6000, clause 5.2 "Ordering".

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.”

11.0 Performance Metrics:

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11.1 This requirement is a performance based work statement and shall be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) and Performance Based Metrics standards included in Attachment 1 and in the Contractor Performance Assessment Reporting System (CPARS).

12.0 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources . Instructions for processing the SAAR-N forms are available at: http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms.

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

13.0 Key Personnel

(a) The offeror agrees to propose key personnel assigned to this contract. No substitutions shall be made except in accordance clause H-7 in the basic contract and as follows:

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions

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will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(e) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

13.1 Key Personnel

The Contractor shall provide individuals and experience and expertise commensurate with the technical requirements of this contract. Key personnel must be available for full-time assignment to this contract at contract award. Those considered to be key personnel shall be specified in Attachment P1 "Workforce Qualifications". The experience of personnel proposed must be equal to (or exceed) the level specified elsewhere in this contract.

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic contract.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [N/A]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: [Insert name and code of inspector]
Activity: [Insert activity of inspector]
Address: [Insert inspector's address]
Phone: [Insert inspector's telephone number]

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/1/2010 - 5/31/2011
6000	6/1/2010 - 5/31/2011

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

4050	6/1/2010 - 5/31/2011
4100	6/1/2011 - 5/31/2012
4150	6/1/2011 - 5/31/2012
4200	6/1/2012 - 5/31/2013
4250	6/1/2012 - 5/31/2013
4300	6/1/2013 - 5/31/2014
4350	6/1/2013 - 5/31/2014
6050	6/1/2010 - 5/31/2011
6100	6/1/2011 - 5/31/2012
6150	6/1/2011 - 5/31/2012
6200	6/1/2012 - 5/31/2013
6250	6/1/2012 - 5/31/2013
6300	6/1/2013 - 5/31/2014
6350	6/1/2013 - 5/31/2014
7400	6/1/2014 - 5/31/2015
7450	6/1/2014 - 5/31/2015
9400	6/1/2014 - 5/31/2015
9450	6/1/2014 - 5/31/2015

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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Services to be performed hereunder will be provided at the following locations:

	Patuxent River	Cherry Point
% Of Contract Effort	63%	15%
% Contractor on-site	40%	0%
% Contractor off-site	60%	100%

	Wright Patterson AFB	NAS Kingsville TX
% Of Contract Effort	15%	7%
% Contractor on-site	50%	100%
% Contractor off-site	50%	0%

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [A](#), attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code [\[2.5.1.6\]](#).

(2) ACO, Code [\[insert code\]](#).

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

PCO:

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NAWC AD
21983 Bundy Rd
Patuxent River, MD 20670

ACO:
See Block 6 of front page

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SECTION G CONTRACT ADMINISTRATION DATA

Contract Administration Data shall be in accordance with Section G of the SeaPort-e Multiple Award Basic Contract.

Task Order G-1 TYPE OF CONTRACT

This is a cost plus fixed fee term task order.

Task Order G-2 5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE

ALTERNATE I (NAVAIR)(MAY 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

"See Acouting Data Below"

(f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

Task Order G-3 TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)

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

Name: TBD
Code:
E-mail:
Mailing Address:
Telephone:
Commercial
DSN

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter.

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

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252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA)(JAN 2008)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS” (DFAR 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

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documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD 250 Only)

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

- Issue DODAAC _____
- Admin DODAAC _____
- Pay Office DODAAC _____
- Inspector DODAAC _____
- Service Acceptor DODAAC _____
- Service Approver DODAAC _____
- Ship To DODAAC _____
- DCAA Auditor DODAAC _____
- LPO DODAAC _____
- Inspection Location _____
- Acceptance Location _____

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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 comment(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: _____

(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. Contractor approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order level.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)

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

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

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

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

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

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

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ESTIMATED

ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

\$ [_____] \$ [_____] [_____]

(To be provided at the task order level)

(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) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

Total

Contract Funds This Previous Funds Balance

CPFF Action Funding Available Unfunded

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions

(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 _ (to be completed for each order)_ 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.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ (to be identified at the task order level) 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 Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order 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 Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$$

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 Task Order 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

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contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determined 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.

* The Contracting Officer referred to, in paragraph (j) is the Task Order Contracting Officer.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements shall be in accordance with Section H of the SeaPort-e Multiple Award Basic Contract.

Task Order H-1 OPTION FOR INCREASED SERVICES

- (a) The task order includes an option per period of performance for an increase in services not to exceed 10% (ten percent) within the period of performance. This option may be exercised at the Government's discretion, when and if it determines that there has been a within scope change to magnitude of work for the task order which would necessitate an increase in the level of effort provided by the contractor due to expanding program requirements.
- (b) The use of this option does not provide an extension to the length of time for period of performance.
- (c) The Government may exercise an option for increased services within the period of performance without obligation to exercise succeeding year option(s).
- (d) The exercise of an option for increased services within the period of performance may be accomplished at anytime during the task order performance, but not later than 30 calendar days prior to the expiration of the task order; provided the Government has given the contractor a preliminary written notice of its intent to exercise the option for increased services within the period of performance at least 7 days before the exercise of the option.
- (e) At the time of the exercise of the option for increase services within the period of performance, the CLIN may be restructured as needed to conform with the task order CLIN structure.

Task Order H-2 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

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52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (May 2004)

(a) Definition. “Service-disabled veteran-owned small business concern”— (1) Means a small business concern— (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered. (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for— (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns; (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns; (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other service-disabled veteran-owned small business concerns; or (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if— (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement; (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation. (4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and

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Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be

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furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and Telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: AIR 2.5.1.6, 21983 Bundy Rd, Patuxent River, MD 20670, Phone (301) 757 9719.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [N/A]. [Task orders issued under the contract] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of **[3 YEARS]** after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a

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supplier of these systems of their subsystems extends for a period of **3 YEARS** after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of **3 YEARS** after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with **3 YEARS** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may

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elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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SECTION I CONTRACT CLAUSES

Contract Clauses in Section I in the Contractor's Basic SeaPort-E IDIQ is incorporated in this task order by reference.

52.217-9 Option to Extend the Term of the Contract (MAR 200).

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to Patuxent River, MD; Cherry Point, NC; Kingsville, TX; and Wright Patterson AFB. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to [PMA 273, 22581 Saufley Rd., Patuxent River, MD 20670]. All losses are to have the permanent badges returned to [PMA 273, 22581 Saufley Rd., Patuxent River, MD 20670] on the last day of the individual's task requirement.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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SECTION J LIST OF ATTACHMENTS

Attachment P1 Workforce Qualifications

Attachment P2 Workforce Hour Matrix

Attachment P3 Past Performance Matrix

Attachment P4 Past Performance Questionnaire Package for Services

Attachment P5 CLIN Breakout spreadsheet-rev

Attachment 1 Quality Assurance Surveillance Plan

Attachment 2 Locator Form

Exhibit A CDRL's

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST REPRESENTATION (NAVAIR)(SERVICES) (JUL 1989)

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.

No conflict of interest exists.

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Task Order L-1A RESERVED

Task Order L-1B RESERVED

Task Order L-2 RESERVED

Task Order L3 Proposal Instructions

1.0 GENERAL

1.1 This task order is reserved for only those contractors, which have Zone #2, National Capital Zone identified in section B of their SeaPort-e contract. Proposals from other contractors will not be considered. The North American Industry Classification Code System (NAICS) code for this requirement is 541330 which have a small business size standard of \$27M.

1.2 This task order is a 100% Service-Disabled Veteran Owned Small Business set-aside and only Service-Disabled Veteran Owned Small Businesses will be considered for award of this requirement. Proposals from other contractors will not be considered. If this is a Small Business, 8(a) or Small Disadvantaged Business set-aside the successful prime offeror must perform at least 50% of the cost of contract performance incurred for personnel as defined in 4.3.3. If this is a Service Disabled Veteran-Owned Small Business set-aside the successful offeror and all other SDVOSB team members must perform at least 50% of the cost of contract performance incurred for personnel. If this is a Historically Underutilized Business Zone (HUBZone) set-aside the successful prime offeror and all other HUBZone team members must perform at least 50% of the cost of contract performance incurred for personnel.

1.3 The Government intends to award a single cost-plus-fixed-fee type task order as a result of this solicitation. Each offeror shall submit a proposal that clearly and concisely describes and defines the offeror's response to the requirements of this solicitation. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding. Elaborate artwork and expensive visual or other presentation aids are neither necessary nor desired.

1.4 Each offeror must submit an offer/proposal and other information in strict accordance with these instructions. Each offeror's submission shall be screened by the Contracting Officer (KO) or a designee upon receipt to ensure compliance with the instructions contained in the Request for Proposal (RFP).

1.5 The Task order award shall be made in accordance with contract clause H-5 TASK ORDER PROCESS and the following information contained in Sections L and M. Each offeror must submit a proposal including information pertaining to technical capability and supporting cost or price data.

1.6 QUESTIONS: Offerors may submit questions requesting clarification of solicitation requirements on the Proposal Event Site. It is requested that all questions be received within five (5) days of the date this solicitation was posted.

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1.7 RESERVED

1.8 DISCUSSIONS: Discussions are not contemplated at this time but the Government reserves the right to hold discussions with offerors should the need arise. Therefore, do not submit an offer that takes exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information. The Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 Task Order Process, of the contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

1.9 ESTIMATED DATE OF AWARD: For proposal purposes the estimated date of Task order award is anticipated to be 1 June 2010.

1.10 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

1.10.1 Proposals must be submitted electronically no later than 2:30 pm Eastern Time (ET) **25** February 2010 via the SeaPort-e Site. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all Offerors must comply with the following instructions for proposal format and content. Proposals that do not comply with these instructions may be considered deficient and may render the offeror ineligible for award.

1.11 PROPOSAL FORMAT

1.11.1 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 an evaluator prints the proposal it meets the following format requirements:

- . 8.5 x 11 inch paper.
- . Single-spaced typed lines.
- . Newspaper column formatting is not permitted.
- . 1 inch margins on all sides.
- . Not smaller than a 10 point font without condensing.
- . Photographs, pictures or hyperlinks are not permitted.
- . Files shall be Microsoft Office 2003 compatible.
- . Tables are permitted.
- . No ZIP files.
- . No fold-out pages.
- . PDF files are permitted.
- . Cost format spreadsheet shall be in Microsoft Excel format with a file name extension of .xls.
- . All file names shall include title of the evaluation factor or subfactor.

1.12 PROPOSAL CONTENT

1.12.1 Each proposal shall contain the following volumes/sections:

- . Volume 1 Offer Letter
- . Volume 2 Technical Proposal
- . Volume 3 Past Performance
- . Volume 4 Cost/Price Proposal

1.12.2. COST OR PRICING INFORMATION MAY NOT APPEAR ANYWHERE IN THE

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PROPOSAL OTHER THAN VOLUME 4.

1.12.3 It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with the Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with this proposal.

Task Order L4 Proposal Content

Proposal Organization and Page Limits:

Volume	Section	Title	RecommendedPage Count
(1)	1.0	Offer Letter/Section K	
	1.1	Offer Letter	2 pages
	1.2	Section K – Representations and Certifications (if applicable)	No page limit
(2)	2.0	Technical Proposal	
	2.1	Workforce	
		2.1.1 Workforce Qualifications Spreadsheet.	10 pages
		2.1.2 Labor category information	5 pages
		2.1.3 Key Personnel Resumes.	2 pages per resume (key personnel)
		2.1.4 Workforce Hour Matrix	5 pages for mix of personnel (key and non-key) and narrative
	2.2	Understanding of the Work	
		2.2.1 Statement of Work Approach	20 pages
		2.2.2 RESERVED	
		2.2.3 RESERVED	
		2.2.4 RESERVED	
	2.3	Management Plan	25 pages
	2.4	RESERVED	
	2.5	RESERVED	
	2.6	RESERVED	
(3)	3.0	Past Performance	
	3.1	Past Performance Matrix	10 pages
(4)	4.0	Price/Cost	No page limit
	4.2	Cost Summary/CLIN Breakout Spreadsheet	
	4.3	RESERVED	
		Other Cost Information	

1.0 Volume 1-Offer Letter/Section K

1.1 Offer Letter

Identify at a minimum the Task Order (TO) solicitation number, enclosures being transmitted, contractor's SeaPort-e basic contract number, proposed subcontractors and team members to be utilized under the task order, the cage code, DCMA, DCAA, and DFAS for the prime contractor and all proposed subcontractors and team members, a statement regarding Representations and Certifications being incorporated or attached to offer, acknowledgement of solicitation amendments, and state the length of proposal validity (at least 120 days after proposal submission).

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1.2 Completed Section K

Complete and submit Section K of the solicitation.

1.3 Single or Split Award Information

The Government requires that Offerors' proposals include all items listed in the Section B Schedule. The Government does not intend to make a split award under this solicitation.

1.4 Teaming Arrangement documentation, if applicable

Provide a copy of any applicable teaming arrangement documentation.

2.0 Volume 2-Technical Proposal

*** Note: No cost/pricing information shall be contained in the technical proposal.**

2.1 Workforce

The offeror shall provide the following information:

2.1.1 Workforce Qualifications Spreadsheet. The offeror shall complete the attached Workforce Qualifications spreadsheet (Attachment P1) for each current, contingent, and prospective hire employee proposed under this effort. All contingent hires (key and non-key) shall have a letter of intent submitted under Volume 4. The letter of intent is a separate written agreement signed by the potential employee(s) to work for the offeror effective at task order award. Subcontractors and team members' shall provide this information either separately or included in the prime contractor's submission of this document.

The following definitions apply to section 2.1.1: A "contingent hire" is an individual who has committed, under a signed letter of intent, to being employed by the offeror if the offeror is awarded the task order.

A "prospective hire" is an individual that the offeror has committed to hiring if the offeror is awarded the task order whose identity may not be known until after task order award.

2.1.2 Labor category information. The offeror shall submit labor category titles, functional responsibilities and labor qualifications for all key and non-key labor categories proposed under the proposed task order. The labor category title shall be consistent throughout the proposal. Functional responsibilities shall include the principal duties to be performed under that labor category on the proposed task order. Labor qualifications shall include experience and/or education requirements for all labor categories proposed. The labor qualification information proposed will be incorporated by reference into the resulting task order, thereby becoming the standards for use during performance of the effort.

2.1.2.1 Key Labor Categories. The offeror shall submit a list of the proposed key labor categories and applicable personnel.

2.1.3 Key Personnel Resumes.

2.1.3.1 For any proposed Key Personnel provide a resume of the work assignments, training, etc., that demonstrates the experience and specialized qualifications of each key person proposed. Resumes shall

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contain, at a minimum, the following information:

- . Employee name
- . Years of employment experience in chronological order including narrative description of duties and responsibilities
- . Current position, title and employer
- . Educational history
- . Institution name, degree or certification earned, and year for all degrees or certifications earned
- . Current level of security clearance and status (final, interim, or pending)

2.1.3.2 The Government may check educational background to verify degrees or certifications received.

2.1.4 Workforce Hour Matrix.

2.1.4.1 The offeror shall provide a breakdown of hours for each individual labor category proposed for the base and each option period of performance. The offeror must submit a labor category breakdown that covers the completion of the tasks in the SOW Section C of the solicitation in accordance with the format in the Workforce Hour Matrix (Attachment P2). Subcontractors' and team members' information shall be included under the prime contractor's submission. Rationale for the proposed labor categories and hours, and mix of personnel shall be provided in a narrative.

2.2 Understanding of the Work

2.2.1 Statement of Work Approach :

2.2.1.1 Provide a written narrative of the offeror's proposed understanding and capability to perform the requirements of the Performance Based Statement of Work (PBSOW). The narrative shall include, but is not limited to, the elements set forth below:

2.2.1.1.1 Provide a detailed description of the approach including a detailed step-by-step procedure and methodology which would be used in accomplishing each task

2.2.1.1.2 Identify reference documents that would be utilized to perform the PBSOW tasking

2.2.1.1.3 Provide a product outline describing what would be the expected deliverable(s) as a result of the tasking

2.2.1.1.4 Identify any areas that may impact successful performance

2.2.1.1.5 Provide a description of possible areas to be investigated in researching each task

2.2.1.1.6 Implementation plan that includes:

2.2.1.1.6.1 Manpower utilization to maintain an optimum level of support

2.2.1.1.6.2 Warranty of work if applicable

2.2.1.1.6.3 Quality control of work product

2.2.1.1.6.4 Quality assurance plan to monitor performance based metrics

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2.2.2 RESERVED

2.2.3 RESERVED

2.2.4 RESERVED

2.3 Management Plan

The offeror's management plan shall address the following:

2.3.1 Overall Management Approach: Offerors shall address in sufficient detail the following:

2.3.1.1 adequacy of management and resources to support the technical requirements of the solicitation and ability to function as a viable and productive partner with the Government

2.3.1.2 proposed management roles of the offeror's proposed workforce for this task order

2.3.1.3 proposed lines of responsibility, authority, and communication through which the tasks will be managed

2.3.1.4 procedures to be taken to ensure quality and cost control

2.3.1.5 processes for managing the task order from start to finish, including the role of the offeror's task order manager in product/process quality and how these functions are accommodated in the acquisition and overhead structures; and

2.3.1.6 plan for early identification and resolution of problems.

2.3.1.7 identification of potential performance risks and risk proposed risk mitigation strategies

2.3.2 Usage of Teaming, Personnel, and Subcontractors: Offerors shall present in sufficient detail the following:

2.3.2.1 Subcontract Management Plan. Prime Contractor shall detail how the subcontractors will be managed to ensure cohesive integration into the overall management approach;

2.3.2.2 description of the integration of the teaming partners into the overall management approach and how the offeror will leverage their strengths to increase value to the customer through technical leadership, quality assurance, and process improvement;

2.3.2.3 how and why selected subcontractor(s) were chosen, which knowledge and skills the offeror will be acquiring through each subcontract, the level of subcontract effort expected; and

2.3.2.4 how the offeror will maintain control during the performance of work.

2.3.3 Qualification/Recruitment/Retention: Offerors shall present in sufficient detail the following:

2.3.3.1 qualification/recruitment/retention procedures that would provide workforce improvements and upgrade the skills of highly trained and motivated personnel;

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2.3.3.2 description of its process for qualifying personnel to perform PBSOW tasks;

2.3.3.3 explanation of approaches for maintaining technical competence to perform the tasks in the PBSOW;
and

2.3.3.4 employee retention plan.

2.3.4 Transition Plan: The services under this solicitation are vital to the Government and must be continued without interruption. The offeror is required to submit a written narrative delineating a transition plan that ensures a smooth workplace changeover from an incumbent with no loss of service and minimal loss of corporate knowledge. The plan should take into consideration the following elements as well as any additional elements deemed necessary by the offeror:

2.3.4.1 Work Turnover. The offeror shall provide a plan of action to effectively transfer tasked work that is in process at the expiration of the current contract from the incumbent to the successful offeror.

2.3.4.2 NMCI Desktop issues. The offeror shall provide a plan of action to address NMCI transfers between the incumbent and the successful offeror.

2.3.4.3 Quality Assurance. The offeror shall provide a plan of action to ensure continuation of quality review processes during the transition period from the incumbent to the successful offeror.

2.3.4.4 Training. The offeror shall provide a plan of action to implement personnel training needed during the transition period to ensure continuity between the services provided by the incumbent and the successful offeror.

2.3.4.5 Risk Mitigation Strategies. The offeror shall provide a plan of action to mitigate contract performance risks encountered during the transition period.

2.3.4.6 Security Requirement to include OPSEC, facility clearances and base access. The offeror shall provide a plan to implement the required security clearances and physical access requirements of the contract during the transition period so that service is not interrupted.

2.3.4.7 Data Transfer. The offeror shall provide a plan of action for the efficient inventory and transfer of program data from the incumbent to the successful offeror.

2.4 RESERVED

2.5 RESERVED

2.6 RESERVED

3.0 Volume 3-Past Performance

3.1 The offeror shall identify on the Past Performance Matrix (Attachment P3) contracts whose performance is within five years of this proposal submission and contains efforts similar to those efforts, e.g., tasks, contract type, location, contract dollar value, etc., required by this solicitation for itself, primary subcontractors, and critical team members. A primary subcontractor is defined as any subcontractor who is providing at least 20% of the total labor cost proposed. Commercial contracts may be included. When possible, these contracts should include at least five contracts for the prime contractor, and two contracts for each primary subcontractor.

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3.2 If a past performance problem has been identified, describe the status of the improvement efforts and, where applicable, demonstrate the impact that the improvement effort had on resolving the problem such that it would not reoccur for each contract identified on the Past Performance Matrix (Attachment P3).

3.3 FOR CONTRACTS THAT ARE CURRENTLY IN THE CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS), AND FOR WHICH ANNUAL REPORTING HAS BEEN PERFORMED, DO NOT SEND THE PAST PERFORMANCE QUESTIONNAIRE FOR SERVICES TO THE CUSTOMER.

3.4 For contracts that have Contractor Performance Assessment Reports (CPARs) that are more than 12 months old the offeror will complete items numbered 1 through 8 on page 1 of the Past Performance Questionnaire Package for Services (Attachment P4) and forward it to the contract customer's Program Manager to address only the items numbered 9 to 15 on page 1. For all contracts identified which do not have CPARs, the offeror will complete items numbered 1 through 8 page 1 of the Past Performance Questionnaire Package for Services (Attachment P4) and forward the 2 pages to that contract customer's Technical Point of Contact or Contracting Officer's Representative (COR). All questionnaires shall be forwarded within two weeks from the RFP release date with enough lead-time so that responses can be received by the Government concurrent with the Government's receipt of the offeror's past performance information submitted as per paragraph 3.1 and 3.2. The offeror shall include past performance package instructions to the customers. This submittal information is provided at the top of the questionnaires to facilitate the offeror's effort in meeting these instructions. The offeror shall not conduct follow-up actions with regard to this questionnaire. The Government will ensure that the customers have received and will respond to the questionnaires. The Government may send any other questionnaires as necessary.

3.5 Offerors shall provide written consent from their primary subcontractors that will allow the Government to coordinate their past performance issue(s) with the prime offeror. If Offerors do not submit such written consent, then the Government will address any past performance issues directly with the primary subcontractor and the offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any primary subcontractors and critical team members that do not provide such written consent, provide a point of contact (name, address, phone number, and email address) with which the Government may coordinate these issues and obtain any responses as needed.

3.6 Offerors are reminded that the Government may use information other than that provided by the Offerors in their proposals, such as questionnaires, to evaluate past performance. The Government may use past performance information obtained from sources other than those identified by the offeror. The Past Performance Information Reporting system (PPIRs) will be the primary method used to evaluate past performance. It is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror.

3.7 If the Offeror does not have any past performance, it shall provide an affirmative statement stating it has no past performance. This statement shall be provided in the submittal under Volume 3 Past Performance.

4.0 Volume 4-Cost/Price Proposal

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4.1 Complete and submit Section B through the SeaPort-e portal.

4.2 The cost/price proposal shall be submitted as a separate file through the SeaPort-e portal. All cost and/or pricing information shall be contained in Volume 4 only. Offerors shall submit their cost/price proposal utilizing the CLIN Breakout Spreadsheet (Attachment P5). The offeror shall submit a fully completed Attachment P5.

4.3 In preparing the cost/price proposal, the offeror shall ensure the submittal is easy to understand and includes the following:

4.3.1 RESERVED

4.3.1.1 If the Offeror's proposed employees are under a collective bargaining agreement, a copy of the agreement shall be provided.

4.3.2 Option for Increased Services and ODC's CLINs : The offeror shall complete the Option for Increased Services Contract Line Item Numbers (CLINs) Line Items (OISC): (Labor CLINs 4050, 4150,4250,4350, and 4450, and Other Direct Cost (ODC) CLINs 6050,6150,6250,6350, and 6450), within the Performance Period for each period of performance of the Task order. The CLINs for Option for Increased Services and ODC's within the Performance Period is a 10% mathematical calculation of the cumulative cost reimbursement amounts proposed for all other CLINs under the respective performance period. The value for the Option for Increased Services and ODC's within the Performance Period shall be included in the Offeror's proposal as a separate line item, and include a breakout of labor, fee, and ODCs based on the 10% calculation.

4.3.3 Limitation on Subcontracting:

This requirement is being set-aside for the Service-Disabled Veteran-Owned Small Business (SDVOSB) program. Provide a breakout to demonstrate how at least 50% of the cost of contract incurred for personnel for contract performance will be performed by the prime itself or other SDVOSBs for each period of performance in accordance with FAR clause 52.219-27. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the SDVOSBs' General and Administrative rate multiplied by the labor cost.

4.3.4 Provide a narrative that addresses any assumptions made during the preparation of the cost/price proposal and discuss the basis for the cost elements listed below:

4.3.4.1 Labor hours per labor category

4.3.4.2 Direct labor rates by category. The offeror is required to submit labor rates for proposed individuals. If composite or category averages are proposed, provide a breakdown of how rates are developed. If necessary provide a narrative to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, historical /provisional billing rates for indirect rates for the last 3 years and description, and amount of proposed other direct costs.

4.3.4.3 Escalation on labor

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4.3.4.4 Indirect costs (i.e. Overhead, Fringe Benefits, General & Administrative (G&A), etc.)

4.3.4.5 Information needed to explain the offeror's estimating practices

4.3.4.6 Profit/Fee: Identify profit/fee rate and total amounts proposed and identify the various cost elements to which the profit/fee is being applied. Profit, Base, Award, and Incentive fee rates, as applicable in Section B, must be clearly distinguishable. Profit/Fee shall not be applied to ODCs.

4.3.4.7 Other Direct Costs (ODCs) by specific cost element (i.e. Travel, Material, NMCI). Reimbursement for Travel will be in accordance with the Joint Travel Regulation. If the offeror chooses to increase the Government estimated amount by applying burdens or for other reasons, the offeror must provide the basis/detail for the variance.

4.3.4.8 When the offeror elects to claim Cost of Money (COM) as an allowable cost, the offeror must submit a COM form and show the calculations of the proposed amount.

4.3.4.9 Professional employee compensation plan in accordance with FAR 22.1103.

4.3.5 RESERVED

4.3.6 The offeror shall prepare and submit the cost/price proposal in, or compatible to, Microsoft Office Excel. Portable Document Format (PDF) is not acceptable. The spreadsheet shall be formatted on letter size (8.5 X 11) paper. The proposal shall be unprotected and unlocked, with formulae intact to show mathematical operations.

4.3.7 If subcontractors are proposed, provide the same information required for the prime contractor. The proposed subcontractors are required to submit their cost/price proposal under their prime contractor via the Seaport Bid Event site. The cost/price proposal shall be unprotected and unlocked, with formulae intact to show mathematical operations. The prime contractor must justify the reasonableness of each subcontractor's cost, if applicable. A discussion for the basis of this determination is required for each proposed subcontractor.

4.3.8 The offeror shall provide Defense Contract Audit Agency (DCAA) Information/Payroll Verification information as follows. A DCAA point of contact, with a current e-mail address, must be provided for the prime and each subcontractor. The offeror and proposed subcontractors shall provide the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement recommendation, payroll verification for currently employed proposed personnel, and any other information necessary to substantiate the rates proposed. Payroll verification shall consist of a form containing the title, direct labor rate and a signed certification by an authorized representative of the company that the information contained in the form is correct. If any of the rates utilized by the offeror or any subcontractors differ from the DCAA information and/or payroll verification a justification shall be provided for the difference. If DCAA has not reviewed the rate information for an offeror or one of its subcontractors, the offeror must submit a detailed justification of the proposed direct and indirect rates. The offeror shall also provide documentation verifying that it has a DCAA approved Cost Accounting System. The proposed subcontractors are required to submit their DCAA information and payroll verification either under their prime contractor or separately via the SeaPort-e portal. The Government may review perspective offeror's labor category to the average labor rate from industry or other SeaPort-e rates with in the demographical zone of work to be performed.

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Task Order L5 Government Furnished Information

1.0 ODCs

Other Direct Costs. Offerors shall utilize the Not-To-Exceed (NTE) amounts provided by the Government for ODC CLINs 6000, 6050, 6100, 6150, 6200, 6250, 6300, 6350, 9400 and 9450. If an offeror chooses to increase/decrease one of these NTE CLIN values it must provide the justification for this variance. NTE values are as follows:

CLIN	NTE
6000	\$120,000.00
6050	\$12,000.00
6100	\$125,000.00
6150	\$12,500.00
6200	\$127,000.00
6250	\$12,700.00
6300	\$130,500.00
6350	\$13,050.00
9400	\$135,000.00
9450	\$13,500.00

2.0 Labor Hours

2.1 For informational purposes only, the Government historical estimate is **115,200** hours for the entire work effort (**23,040** per year). This estimate does not include Option for Increased Services CLIN hours. A work-year is defined as 1920 hours exclusive of holidays and leave.

CLINS	4000-4300 & 7400
SERVICE	APN
Labor Category	Hours
Program Manager (Contractor site)	1,920
Sr. Operations Logistics Manager (Gov't site)	3,840
Sr. Operations Logistics Manager (Contractor site)	1,920
Logistics Analyst (Gov't site)	3,840
Logistics Analyst (Contractor site)	11,520

3.0 Incumbent Information

3.1 The incumbent contractors are:

LTM INC.
925 E. Main Street, Suite 66
Havelock NC 28532-2375

3.2 The incumbent subcontractors are:

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BAE Systems and Andromeda Systems, Inc.

4.0 Place of Performance

4.1 The place of performance for this task order is Paxuent River, MD; Cherry PT, NC; Kingsville, TX; and Wright Patterson AFB, OH.

4.2 This requirement shall be performed as follows:

Location	% Government Site	% Off Site
Paxuent River, MD	40%	60%
Cherry Pt NC	0%	100%
Kingsville TX	100%	0%
Wright Patterson AFB OH	50%	50%

5.0 Government Spaces

5.1 The Government has the ability to provide (3) spaces at Patuxent River, MD; (1) space at Kingsville, TX; and (1) space at Wright Patterson AFB OH for this effort. Government spaces will include access to a desk, phone, fax machine, copier and scanner.

5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES) (NAVAIR) (JUN 1993)

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

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(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [enter attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

(1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

[provide the mailing address of the purchasing office]

ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

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SECTION M EVALUATION FACTORS FOR AWARD

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

1.0 GENERAL

Award of the Task order (TO) resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the best value to the Government in terms of technical, past performance and price rather than to the proposal offering the lowest price.

Evaluation of an offeror's proposal will be based on the information presented in the written proposal along with any input obtained from outside sources relevant to past performance. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically high or low in terms of cost, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work. A deficiency or lack of responses to factors and/or sub factors may be used as a basis for eliminating a proposal from further consideration.

1.1 EVALUATION FACTORS

Each offeror will be evaluated based on the following factors:

- (1) Technical
 - (a) Workforce
 - (b) Understanding of the Work
 - (c) Management Plan
- (2) Past Performance
- (3) Cost/Price.

Technical, and past performance when combined are more important than cost/price. Technical is equal in importance to past performance. Technical sub factors are equal in importance.

Cost/Price is not the most important evaluation factor, but its degree of importance will increase commensurably with the degree of equality among different Offerors' Technical and Past Performance proposals.

2.0 TECHNICAL PROPOSAL

2.1 Workforce:

The Government will evaluate personnel, the labor mix proposed, and the supporting information to determine how well the team is suited to perform the tasks under the PBSOW. In addition, personnel

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will be evaluated on labor qualifications, including education, experience, and security clearance levels, that the offeror proposes to utilize in the performance of this effort.

2.2 Understanding of the Work:

The Government will evaluate the offeror's understanding of the work based on the responses or presentations required by Section L of this solicitation. The Government will evaluate the clarity, completeness, and realism of the responses.

2.3 Management Plan:

The Government will evaluate the offeror's proposed management plan based on the responses required by Section L of this solicitation. The Government will evaluate for clarity, completeness, and realism of the responses and the extent to which the proposed processes and procedures ensure successful accomplishment of the tasks described in the SOW.

2.4 RESERVED

2.5 RESERVED

2.6 RESERVED

3.0 - Past Performance

Each offeror will be evaluated on its team's past performance based on contracts or subcontracts currently ongoing or completed within the last five (5) years for similar efforts. The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration and relevance of the performance to the requirements of the SOO/SOW in Section C of the solicitation. Sources other than those identified by the offeror may be contacted by the Government.

In the case of an offeror that does not have past performance information or for which information on past contract performance is not available, the offeror will not be evaluated favorably or unfavorably on the factor of past performance and a neutral rating will apply.

4.0 – Cost/Price

4.1 The price reasonableness evaluation will result in a determination of a fair and reasonable price to the Government. In order to determine the price reasonableness of the proposal, the Government will evaluate the offeror's proposed total estimated price for all periods of performance.

4.2 In evaluating each offer, realism of the offeror's estimated cost will be considered. Realism is a review of the cost position of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror's understanding of the requirements, and/or if the costs are consistent with the various elements of the technical proposal. In

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doing so we may review the prospective offeror's proposed labor categories and compare the proposed rate to the average labor rate in industry or other Seaport-e rates within the same demographic zone where the work is to be performed. The evaluation will be based on an analysis of the realism and completeness of the cost data, the traceability of the cost to the offeror's capability data and the proposed allocation of man-hours and labor mix for all periods of performance. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the offeror's proposed costs may be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government's estimate of the offeror's most probable cost. Evaluated price to the Government is an offeror's total cost, including profit/fee, and any additional adjustments the Government has determined necessary to make the proposed price realistic for all periods. This evaluated price will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost/price data volume.

4.3 Each offeror's price proposal shall be evaluated to determine if it is complete, consistent and reasonable with the offeror's technical approach, reflects a clear understanding of the solicitation requirements and contains any material imbalances. Unreasonably low prices or inconsistencies between the Technical and Price proposals may be assessed as proposal risk under the Technical factor. In its evaluation, the Government may use commercial published data, same or similar DoD contracts, Government estimates, industry standards, DCAA audit information, or other information as deemed appropriate by the Government. In addition, adjustments to the total evaluated price will be made to include Government costs required to accomplish the offeror's proposed approach with the exception of those costs to the Government that are equal to all offerors (e.g. additional Government-Furnished Equipment/Government-Furnished Information required by the offeror to implement its approach.) The Government will evaluate offers for award purposes by adding the total evaluated price for the base period to the total evaluated prices for all option periods. Evaluation of the options will not obligate the Government to exercise the options.

4.4 Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated, and higher priced offeror is determined to be most advantageous to the Government.

4.5 Prospective Offerors are forewarned that if there are discrepancies between Section B, Attachment P5 and Volume 4 Narrative, Section B prevails. The discrepancies may be identified as weaknesses, significant weaknesses or deficiencies.

4.6 If this a set-aside competition, the contractor's compliance to FAR Clauses 52.219-14 Limitation on Subcontracting, 52.219-27 Notice of Total Service-Disabled Veteran-Owned Business Set Aside, or 52.219-3 Notice of Total HUBZone Set Aside, as applicable, will be evaluated. Contractors' proposals which fail to meet the limitation on subcontracting during each period of performance may not be considered for award.

4.7 The Offeror's proposal shall be evaluated to be in compliance with its Basic Contract H-10 Savings Clause.

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4.8 RESERVED

5.0 Ratings

5.1 Evaluations in support of Seaport-e source selections shall employ a letter grade method for rating contractor proposals against evaluation factors and significant subfactors identified within Section M of the Seaport-e solicitation. The appropriate letter grade rating shall be assigned to each factor and significant subfactors, as required, subsequent to and consistent with the narrative evaluation, which shall indicate a proposal's strengths, weaknesses and risks. A proposal need not have all of the characteristics of a grade category in order to receive that grade rating; evaluators should use judgment to rate the proposal using these characteristics.

5.2 Technical Factor Ratings. The narrative description of each grade follows, as appropriate for the technical evaluation factor:

5.2.1: An "A" 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 significant subfactor), the proposal contains major strengths, exceptional features, or innovations that should substantially benefit the program.
- . There are no weaknesses or deficiencies.
- . The risk of unsuccessful contract performance is extremely low.

5.2.2: A "B" 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 the performance of the program.
- . The proposal has major strengths and/or minor strengths, which indicate the proposed approach will benefit the program.
- . Weaknesses, if any, are minor and are more than offset by strengths.
- . Risk of unsuccessful performance is very low.

5.2.3: A "C" 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 the performance of the program.
- . There are few, if any, exceptional features to benefit the program.
- . The risk of unsuccessful performance is low.

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- Weaknesses are generally offset by strengths.

5.2.4: A “D” 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 the performance of the program.
- The proposal has weaknesses that are not offset by strengths.
- The risk of unsuccessful contract performance is moderate.

5.2.5: An “F” proposal is characterized as follows:

- The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.
- Numerous weaknesses and/or one or more deficiencies exist.
- The risk of unsuccessful performance is high.

5.3 Past Performance Ratings. The narrative description of each grade for evaluation of the past performance factor follows:

Neutral - The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror’s past performance record.

A - The offeror’s performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the Government’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.

B - The offeror’s performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the Government’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.

C - 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.

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D - 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.

F - 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.

5.4 Other Evaluation Definitions:

Strength	Characteristic of a proposal that would enhance the probability of successful performance for the resulting contract or approach, which exceeds the minimum RFP requirements and which benefit the Government.
Significant Strength	Characteristic of a proposal that would <i>appreciably enhance</i> the probability of successful performance for the resulting contract or approach, which exceeds the minimum RFP requirements with <i>appreciable benefit</i> to the Government.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance (FAR 15.001)
Significant Weakness	A flaw in the proposal that <i>appreciably increases the risk of</i> unsuccessful contract performance (FAR 15.001)
Deficiency	Material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level (FAR 15.001)

6.0 BASIS FOR AWARD

6.1 Award of the Task order resulting from this solicitation will be made to the offeror whose proposal, conforming to the solicitation, offers the best value to the Government in terms of Technical, Past Performance, Cost/Price and other factors considered, rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the best value to the Government.

6.2 The Government intends to award the resultant Task order on the basis of initial offers received. Therefore, each initial offer should contain the offeror's best terms from a cost/price and technical

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standpoint. However, if considered necessary by the Contracting Officer, during the evaluation of proposals the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16 as specified in H.5 Task order Process.