

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3074		2. AMENDMENT NO. 2		3. EFFECTIVE DATE 01/28/2010		4. PURCHASE REQUEST NO. N61331-92383568	
5. ISSUED BY Theodore S Blume NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 theodore.blume@navy.mil 850-234-4239				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 02/22/2010 1400 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER				22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

Amendment 02

Attachment J.6 previously contained an incorrect document. The correct document, NSWC PCD Instruction 3120. 2, is provided.

Amendment 01:

The purpose of this amendment is to address the questions submitted through the SeaPort-e portal. Questions 1-8 have been addressed on the Questions & Answers tab for the proposal event. In addition, the solicitation has been amended as follows:

Attachment J.1 Personnel Qualifications has been revised.

Clause NAVSEA 5252.216-9122 Level of Effort has been corrected to reflect 94,302 hours. (page 16)

Clause NSWCPC- H06 Security Requirements has been amended. (page 20)

Clause FAR 52.222-2 Payment for Overtime Premiums has been incorporated into Section I. (page 22)

Proposals submitted in response to this solicitation shall be valid for 90 days after closing of the solicitation. The anticipated task order award date is 23 April 2010.

This requirement is a competitive procurement for contractors in Gulf Coast Zone 4. It is anticipated that a Cost Plus Fixed Fee, Award Term Form Task Order will be awarded as a result of this solicitation. See FAR 16.306(d)(2).

Questions and comments must be submitted via the Question and Answer module in Seaport within 30 calendar days after issuance of this solicitation. In the event the Seaport system is not available or is experiencing technical difficulties, offerors shall notify the cognizant Government Contract Specialist, Ms. Jay Webb, by email at josephine.webb@navy.mil.

Contractor shall provide the name, telephone number and email address of their DCAA representative and their Seaport Contract number.

The incumbent contractor is ARINC, contract number N00178-04-D-4016-HR13.

This requirement is performance based. Performance Incentives are detailed in the Award Term Plan contained in Section H.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 1 of 35	FINAL
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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	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Base Year. (OTHER)	94302.0 LH		
4001	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Term 01. (OTHER) Option	94302.0 LH		
4002	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Term 02. (OTHER) Option	94302.0 LH		
4003	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Term 03. (OTHER)	94302.0 LH		

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 2 of 35	FINAL
--------------------------------------	--------------------	-----------------	-------

Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Other Direct Cost (ODC) in support of CLIN 4000. Base Year. (OTHER)	1.0 Lot	
6001	Other Direct Cost (ODC) in support of CLIN 4001. Award Term 01. (OTHER) Option	1.0 Lot	
6002	Other Direct Cost (ODC) in support of CLIN 4002. Award Term 02. (OTHER) Option	1.0 Lot	
6003	Other Direct Cost (ODC) in support of CLIN 4003. Award Term 03. (OTHER) Option	1.0 Lot	

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Term 04. (OTHER) Option	94302.0 LH			

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
9000	Other Direct Cost (ODC) in support of CLIN 7000. Award Term 04.	1.0 Lot	

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 3 of 35	FINAL
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(OTHER)
Option

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 4 of 35	FINAL
--------------------------------------	--------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR ENGINEERING AND TECHNICAL SUPPORT FOR THE TEST ENGINEERING AND RANGES AND FACILITIES BRANCHES

1.0 SCOPE

The Naval Surface Warfare Center, Panama City (NSWC PCD), Test Engineering (TE) Branch, has mission requirements to provide engineering, programmatic, and technical support for development, acquisition, and sustainment programs and projects within the NSWC PCD organization and other Navy, DoD, and Federal organizations. To achieve this objective, additional engineers, technicians, and support personnel with appropriate skill sets and experience are required to augment branch personnel.

2.0 APPLICABLE DOCUMENTS

The following documents of the exact issue shown, form a part of this SOW to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence.

- (a) NAVSEA S9095-AD-TRQ-010/TSTP, Total Ship Test Program
- (b) International Test Operations Procedures (ITOPs)
- (c) NAVSEA Instruction 3960.2C, "Test and Evaluation", 2 Apr 88
- (d) NAVSEA Instruction 3900.8A, " Policy for Incorporating Human Systems Integration (HSI) in Acquisition and Modernization ", in final draft
- (e) NSWCPCDINST 5100.30D, "Test and Safety Planning"
- (f) NSWCPCDINST 3120.2, "Pre-Sail Common Operating Procedures"
- (g) NSWCPCINST 3110.2A, "Dispatching, Operating, and Reporting Procedures for Naval Surface Warfare Center Panama City (NSWC PC) Support Craft"
- (h) COASTSYSTAINST 3900.5A, "Use of Human Subjects in Research, Development, Test, and Evaluation (RDT&E)"
- (i) NSWCPCDINST 3070.2B, "Department of the Navy (Don) Operations Security (OPSEC) Program."

3.0 REQUIREMENTS

The Contractor shall provide the required level of effort, materials, facilities, equipment, and services, as required, for the engineering, programmatic, and technical T&E support necessary for development, acquisition, and sustainment programs and projects at various test locations both on shore and off shore. The task areas defined in this SOW describe the Contractor requirement to provide a level of effort of support for a full spectrum of T&E support during all phases of development, acquisition, and sustainment programs. Overtime may be necessary to provide support for test events. It is anticipated that support will be required in the following areas:

3.1 Engineering, Technical, and Test and Evaluation (T&E) Support

The Contractor shall provide engineering, programmatic, and technical T&E support to a broad range of systems, equipment, and components. The Contractor shall provide engineering, technical, and T&E support for all phases of development, acquisition, and sustainment programs and project testing. The Contractor shall provide a qualified pool of test personnel with experience working with NSWC PCD T&E processes including the NSWC PCD Test Safety Review Committee (TSRC) process IAW NSWC PCD Instruction 5100.30D to support safe planning and conduct of test events; support system analyses; generation of test documentation including test plans, test logs, mission summaries, quick look test reports, and detailed final test reports; provide system prototyping and development support; and provide daily updated test schedules for development and testing phases that support fielding of these systems to the Fleet. It is expected that the Contractor shall review requirements, specifications, and

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 5 of 35	FINAL
--------------------------------------	--------------------	-----------------	-------

other documents related to various projects. Offer advice and guidance, provide written opinions, and shall play a key role in evaluating systems during testing. The Contractor shall gather, examine, and interpret information from various different sources internal and external to generate effective solutions to problems affecting the synchronization of test execution events, prepare and maintain Test Execution Plans (TEPs) and develop and/or provide updates to the Integrated Master Schedules for Test Engineering and Test Integration. The Contractor shall participate in T&E Working Groups (WGs) and shall play a key role in activities of the WGs. The Contractor shall be required to interface with NAVSEA on various T&E projects and issues. The Contractor shall provide Test Personnel who participates in the TSRC process and meetings concerning project specific test plans, procedures, and safety for individual systems. The Contractor shall support T&E systems design, operation, technical documentation review, and electronic system and equipment technical support; provide SMEs with knowledge for analysis and updates; provide recommendations to system specifications, system requirements reviews, and reviews of equipment hardware and software specifications; and provide fleet investigation and integration expertise associated with T&E. The following Functional Task areas are representative of tasking that may be required:

- Systems and Equipment Developmental Testing
- Systems and Equipment Installation and Checkout
- System Qualification Test Support
- Total Ship Test Program Test Support
- Evaluation of Candidate Systems
- Systems and Equipment Acceptance Testing
- Systems and Equipment Post Delivery Testing
- Systems and Equipment Operational Testing
- Test Plan and Test Procedure Development
- Design and Fabrication of Test Fixtures
- Design and Fabrication of Test Articles
- Ships and Craft Interface

3.2 Ranges and Facilities

The Contractor shall support design and development of new or improved range tracking systems including overall system design and development, design of in-water detection electronics, processing methodology for tracking underwater targets acoustically, characterization of the acoustic environment, and handling system design. The Contractor shall support evaluation of adaptations of Anti Submarine Warfare (ASW) for Mine Warfare (MIW) from the aspect of underwater acoustics, development and evolution of tactics for optimal use of current or new systems, and make recommendations for test range instrumentation modifications to meet test requirements. The Contractor shall provide Command and Control (C2) development, implementation, and maintenance support for NSWC PCD RDT&E and related projects. The contractor shall provide tracking for NSWC PCD assets and shall provide facilities management support, as required. The contractor shall work closely with NSA PC and NSWC PCD Ranges and Facilities Branch to support development of procedures for the safe operation of vessels. In support of RDT&E and facilities management tasks, the Contractor shall be required to operate Government owned vehicles to include trucks, golf carts, and small boats. The personnel may ride both small boats and large ships during testing. The Contractor shall provide small boat operators to support testing on an as needed basis. Insurance above and beyond that required under the MAC contract to cover vessels, equipment, and general liability is not required and will not be reimbursed under this contract.

3.3 General Technical Support for Test Operations

3.3.1 T&E Operations, Planning, and Program Management Support

The contractor shall provide skilled test support staff with experience in working with operations area (OPAREA) management coordination for NSWC PCD, communications support, and extensive analytical skills to support Test Engineering Operations Planning. The support personnel shall also be involved in writing and editing test plans. The Contractor shall provide on-site and off-site T&E program management support to include administrative, financial, and project management analysis support using such systems to include the NSWC PCD Project and Business Management System (PBMS) software, the Industrial Logistics Support Management System (ILSMIS) for material and property management, inventory control, financial interface, and procurement, Defense Automated Document Management System (DADMS), and other software, as required.

3.3.2 T&E Information Systems Support

The Contractor shall provide on-site and off-site technical support for information assurance (IA), information technology (IT), network management, and system administration for stand-alone machines, RDT&E labs, and other T&E systems as needed. This support shall include developing IA/IT documentation to include System Security Authorization Agreements (SSAAs) and related documents in accordance with NAVSEA, DITSCAP, DADMS and

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 6 of 35	FINAL
--------------------------------------	--------------------	-----------------	-------

IA/IT related military/Federal requirements directives, policies, and procedures. The Contractor shall provide computer tracking and work order requests for Navy assets. The Contractor shall also maintain hosting and server applications.

3.3.3 T&E Web and Database Design Support

The Contractor shall support Web development and maintenance for existing T&E Websites and databases such as the TSRC Website and database, as well as, the development of new T&E and related Websites, as required. Contractor shall provide support for daily administrative tasks for Websites, as required, both on-site and off. Database development, documentation, and training development support shall be included in this tasking.

3.3.4 Test and Safety Review Committee (TSRC) Support

The Contractor shall support the TSRC on-site and off-site to assist in developing and implementing TSRC processes and directives, to over-see the Website and database management, to review test/safety plans and meet with Test Directors and/or representatives of the test plan to ensure all concerns are addressed and documented in a final test/safety plan. The Contractor shall comply with current TSRC processes and procedures. Contractor shall maintain a historical record of all TSRC actions.

3.3.5 T&E Process Improvement Support

The Contractor shall provide T&E Continuous Processes Improvement support on-site and off-site to include Capability Maturity Module Integration (CMM[I]) support such as CMM(I), mentoring, coaching, training, and support in the implementation of CMM(I) best practices within the organization, Lean Six Sigma support, directives development support, and other related process improvement support. The Contractor shall provide CMM(I) Lead Auditors and expert assistance to department leadership including making recommendations to the strategic approach for process improvement, facilitating the process definition and documentation efforts for CMM(I), conducting SEI approved SCAMPI audits, as required. The Contractor shall support NSWC PCD Lean Six Sigma and NSWC PCD continuous process improvement tools and initiatives. The Contractor will provide support to T&E directives development.

3.3.6 T&E Training

The Contractor shall develop and maintain training syllabi and material for T&E related training, as required, in various formats including electronic, Web-based, and hard copy. The Contractor shall provide SMEs to support development and present T&E training as needed. The Contractor shall support development of RDT&E project training, as required. The Contractor shall provide TSRC Website and process training and shall support development, update, and maintenance of annual NSWC PCD Test Director Refresher training.

3.3.7 Meeting and Presentation Support

The Contractor shall provide top-level and in-depth briefing. Any viewgraphs shall be prepared in MS PowerPoint unless otherwise specified by the Task Order Manager. Briefing material may illustrate such items as program accomplishments to date, major problems and issues, and tasks scheduled for completion in fiscal year, etc. It is expected that most presentations will be text and graphics only, but there is a possibility that some may require AutoCAD plot files, or scanned images. The Contractor shall prepare the presentation from information provided by the Government. Miscellaneous materials will be required for each presentation (color copies/ink cartridges, sheet protectors, binders, laminating material, etc).

3.4 T&E Materials

The Contractor shall rent, lease, fabricate or procure test materials, as required. The Contractor shall supply parts and materials necessary to support test preparation, testing, analysis, and system design, development, prototyping, and fabrication efforts. This includes providing components needed for major T&E efforts such as specialized equipment required to procure and assemble T&E instrumentation systems. From time to time, the Contractor shall be required to provide large T&E assets to ensure successful testing including items such as, but not limited to, specialized undersea recovery gear, communication devices and other specialized items. Materials shall be used to support T&E related to the design, development, prototyping and fabrication of systems supported by NSWC PCD; to repair and support individual systems before, during and after testing; to replace or upgrade laboratory facilities or stock; and to procure other engineering and test support materials, as required. In addition to major test materials, the Contractor shall provide incidental test materials for support of this order. Postage and shipping will be required for the urgent transfer of documents and/or materials for successful completion of test initiatives.

3.5 Travel

The Contractor may be required to travel to various Continental United States (CONUS) other than NSWC PCD, outside of the Continental United States (OCONUS), and active theaters of engagement (for example Iraq or

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 7 of 35	FINAL
--------------------------------------	--------------------	-----------------	-------

Afghanistan) locations to provide support to tests, exercises and trials as specified by the Task Order Manager. In the event that Contractor support is required at a location other than NSWC PCD, a minimum 24-hour notice will be given. The estimated travel costs specified in Section B of this task order may not be exceeded without the express written consent of the Contracting Officer.

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Information (GFI)

NSWC PCD will provide relevant program management documentation as that information becomes available. The Contractor shall return all GFI to NSWC PCD within 10 days after completion of the task order.

4.2 Government Furnished Equipment (GFE)

NSWC PCD will provide relevant GFE, as required, to complete this task order. The Contractor shall return all GFE to NSWC PCD within 10 days after completion of the task order.

4.3 Access to Government Facilities

Access to Government facilities is required to support this requirement. NSWC PCD will provide access to facilities, as required, and will provide space, as required, to provide on-site support to projects. Access to Government vehicles will be required to support RDT&E and facilities-related tasking. NSWC PCD will provide access to vehicles, as needed, to support projects.

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule set forth in the attached Data Requirements List, DD Form 1423-2, Exhibit A. Unclassified submittals may be made as attachments to e-mail messages to addressees listing in the CDRLs. NOTE: Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

6.0 RELEASE OF INFORMATION

All technical data provided to the Contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access to any person or entity not authorized such access by the government.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 8 of 35	FINAL
--------------------------------------	--------------------	-----------------	-------

submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 9 of 35	FINAL
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appropriate.

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

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

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 10 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 11 of 35	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division as specified in the Quality Assurance Surveillance Plan (QASP) attached. All deliverables shall be FOB Destination.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 12 of 35	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed.

DURATION OF TASK ORDER PERIOD

This task order shall become effective on the date of award and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to four additional years based on the contractor's performance.

The period of performance for the following award-term items are from date of award term extension through 12 months thereafter, estimated at:

<u>CLIN</u>	<u>PERFORMANCE PERIOD</u>
4000/6000:	4/23/2010 - 4/22/2011
4001/6001:	4/23/2011 - 4/22/2012
4002/6002:	4/23/2012 - 4/22/2013
4003/6003:	4/23/2013 - 4/22/2014
7000/9000:	4/23/2014 - 4/22/2015

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 13 of 35	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

Procurement Contracting Officer
To be Determined

Contract Specialist
Jay Webb, Code B32
110 Vernon Avenue
Panama City, FL 32407-7001
josephine.webb@navy.mil
(850) 234-4491

Task Order Manager
To be Determined

Defense Contract Management Agency (DCMA)
To be determined at time of award

Defense Finance and Accounting Services (DFAS)
To be determined at time of award

INVOICING INSTRUCTIONS:

Invoices shall be submitted as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in Block 12 of this order using Wide Area Work Flow (WAWF). An email copy of all invoice must be provided to the Task Order Manager (TOM) and the Contract Specialist identified above.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis. When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

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

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 14 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

(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 setup 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, DD250 Only)

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

ISSUE DODAAC	N61331
ADMIN DODAAC	TBD
PAY OFFICE DODAAC	TBD
INSPECTOR DODACC	
SERVICE ACCEPTOR DODAAC	N61331
SERVICE APPROVER DODAAC	
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	TBD
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
INSPECTION LOCATION	SEE SECTION E

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

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

Send Additional Email Notification To:

TO BE DETERMINED AT CONTRACT AWARD

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

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 15 of 35	FINAL
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(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or june.fordham@navy.mil. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or Colette.hazard@navy.mil.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 16 of 35	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 94,302 man-hours per labor year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total labor hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hour)] labor hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

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 labor 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

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 17 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

identifying compensated effort and uncompensated effort, if any.

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

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total labor 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.

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CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

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POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 18 of 35	FINAL
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requirements.

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

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KICK-OFF MEETING

The Contractor shall coordinate with the Task Order Manager (TOM) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

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NAVSEA 5252.242-9115 TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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ACCESS TO GOVERNMENT FACILITIES

Contractor personnel will require access to Government buildings, during normal working hours (Mon-Fri 0800-1600) and possibly on weekends during periods of high productivity, always under government oversight. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the Mr. Robert Huston 850235-5171, within 3 days of award.

Access procedures will be provided to the contractor after award.

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AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the services (solely determined by the Government).
3. The Government has funds for the services.

For each year of the order, contractor performance is evaluated using the Quality Assurance Surveillance Plan (QASP) and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Quality Assurance Surveillance Plan" and referenced in the "Award Term Plan".

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 19 of 35	FINAL
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AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria and Ratings are contained in the attached Quality Assurance Surveillance Plan (QASP) in Section J. The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

b. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. One interim evaluation will also be conducted as described below.

c. Personnel. The Government evaluation team will be as specified in the QASP.

d. Interim Evaluation. An interim evaluation shall be conducted at the midpoint (i.e., six months) of the first evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern. Additional interim evaluations may be conducted at the discretion of the Government.

e. End-of-Period Evaluations. End of Period evaluations shall be accomplished in the Contractor Performance Assessment Reporting System (CPARS). No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

f. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to grant the award term extending the period of performance of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

g. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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REQUIREMENT SECURITY CLASSIFICATION

THE HIGHEST SECURITY CLASSIFICATION FOR WORK UNDER THIS DELIVERY ORDER IS TOP SECRET. PROVISIONS OF THE ATTACHED DD FORM 254 APPLY. ACCESS TO CONFIDENTIAL, SECRET, OR TOP SECRET DOCUMENTS AND DISCUSSIONS WILL BE REQUIRED FOR THE PERFORMANCE OF THIS TASK. CONFIDENTIAL, SECRET, OR TOP SECRET DOCUMENTS WILL NOT BE GENERATED OR DELIVERED UNDER THIS DELIVERY ORDER. ALL DATA OR DOCUMENTATION SUPPLIED TO THE CONTRACTOR BY THE GOVERNMENT OR GENERATED UNDER THIS TASK ORDER SHALL BE PROTECTED AS SENSITIVE INFORMATION AS DEFINED UNDER PUBLIC LAW 100-235-JAN. 8, 1988 REGARDLESS OF THE MEDIA ON WHICH IT IS STORED. THE CONTRACTOR WILL REQUIRE ACCESS TO COMMUNICATIONS SECURITY (COMSEC) INFORMATION AND CONTROLLED CRYPTOGRAPHIC ITEMS (CCI) IN AN OPERATIONAL SETTING.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 20 of 35	FINAL
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NSWCPC – H06 SECURITY REQUIREMENTS

- a. The work to be performed under this contract may be classified.
- b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

- a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.
- b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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DISTRIBUTION LIMITATION STATEMENTS

Technical documents generated under this task order shall carry the following distribution limitation statement on the cover and title page (if any) of the document:

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE (DoD) AND U.S. DoD CONTRACTORS ONLY;ADMINISTRATIVE/OPERATIONAL USE; (CONTRACTOR INSERT DATE STATEMENT APPLIED); OTHERREQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO: COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, ATTN: CODE E41, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7, OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

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CAPPED RATES

Capped Rates. The Offeror shall apply realistic rates that do not exceed the maximum capped rate contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

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MATERIAL REQUIREMENTS

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 21 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

All material purchases shall require approval prior to the procurement of the material items. The Contractor shall provide the cost or price analyses which establish the reasonableness of material requirement request/recommendation. Material purchases below \$3,000 shall require TOM approval, purchases above \$3,000 shall have TOM concurrence prior to being submitted to the PCO for approval.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 22 of 35	FINAL
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SECTION I CONTRACT CLAUSES

All Clauses in the basic contract are applicable.

52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

252.225-7040 Contractor Personnel in the United States Central Command Area of Responsibility (Deviation 2007-O0010)

52.222-2 -- Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 unless prior approval is obtained from the Contracting Officer or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 23 of 35	FINAL
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SECTION J LIST OF ATTACHMENTS

Exhibit A: Contract Data Requirements List, DD Form 1423

J.1: Qualifications for key personnel

J.2: Cost summary format

J.3: Supporting cost data

J.4: Quality Assurance Surveillance Plan (QASP)

J.5: DD254 Contract Security Classification Specification

J.6: SOW Reference Documents (7 attachments)

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 24 of 35	FINAL
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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>

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 25 of 35	FINAL
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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TYPE OF ORDER

The Government contemplates award of a single Task Order with a Cost-Plus-Fixed-Fee pricing arrangement that includes a 12 month base period and four award terms of 12 months each, for a total performance period of 60 months if all award terms are exercised.

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (MAY 2001)

This clause is included in the basic contract and applies to this order with the following exception:

In lieu of (f) Contract Award, the following applies to this order.

(f) Task Order Award

(1) The Government intends to award a Task Order resulting from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government in accordance with the selection criteria identified in Section M of this solicitation.

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a Task Order based upon initial proposals.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. However, in accordance with clause H-5 of the contract, Task Order PROCESS, the Government may contact any, all, or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 16.

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

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

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

(8) A cost realism analysis will be performed and will be considered in evaluating performance or risk.

(9) Task Order award will be made in accordance with clause H-5 Task Order PROCESS.

ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.

1. GENERAL

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 26 of 35	FINAL
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(SOW) and other solicitation documents attached hereto or incorporated by reference. All questions and comments should be submitted via the SEAPORT-e Portal within ten (10) calendar days after issuance of this solicitation.

In order to allow for procurement lead time and a fair and equitable evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a Task Order start date of 90 Days after closing of solicitation. This date is only an estimate of the anticipated Task Order start date and will be used for the purpose of proposal evaluation only. A definitive Task Order performance start date will be incorporated into the Task Order award document.

2. INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted electronically via the SEAPORT-e Portal. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all offerors must comply with the solicitation instructions for content of the proposals. Proposals that do not comply with these instructions may be considered non-responsive and may render the offeror ineligible for award. Proposals shall be limited to the submissions requested.

3. PROPOSAL CONTENT

3.1 Legal Offer

3.2 Written Technical Proposal

3.3 Personnel Qualifications

3.4 Past Performance

3.5 Cost Proposal

4. DETAILED INSTRUCTIONS FOR EACH PROPOSAL SECTION

4.1 Legal Offer – The completion and submission to the Government of an offer shall indicate the Offeror’s unconditional agreement to the terms and conditions of the solicitation. The offer consists of and must include the following:

4.1.1 Cover Letter – The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state that proposal validity is valid through a period of 90 days.

4.1.2 Section B – Complete all pricing

4.1.3 Section C - Organizational Conflict of Interest (OCI) and Mitigation Plan – The Conflict of Interest Provision is included in Section C. The offeror must either certify compliance with the OCI clause or present an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest.

4.1.4 Section H – Complete Level of Effort (LOE), separately identifying compensated and uncompensated hours for all hours (prime, subcontractor, and consultant). Mandatory Requirements as specified herein – address and/or certify how each of the mandatory requirements are met.

4.1.5 Section K – See information above in Section K – Representations, Certifications, and Other Statements of Offerors.

4.2 Technical Proposal

4.2.1 – General Guidance

The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 27 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

guidelines and the technical proposal specific requirements below.

The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 30 pages except that additional pages will be allowed for matrices.

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

In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

4.2.2 – Technical Competence and Understanding

The Offeror shall demonstrate an understanding of the requirements identified in the Statement of Work. The Offeror shall address Test and Evaluation (T&E) program requirements for U.S. Navy systems and platforms, and demonstrate the competence to perform the requirements. The Offeror shall provide evidence of capabilities in: (a) planning and conduct of test events; (b) support system analyses; (c) generation of test documentation including test plans, test logs, mission summaries, quick look test reports, and detailed final test reports; (d) system prototyping and development; (e) preparation and maintenance of test schedules for development and testing phases; (f) knowledge of the function and activities of T&E Working Groups (WGs) and safety review committees; and (g) range and test facility operations.

4.2.3 Transition Plan, Facilities and Resources

Of specific interest are the areas of personnel, including workforce location, and work product quality. Offerors should address how their management and project staff will be established; how their technical and contract administration interface with NSWC PCD will be established; how the Offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation; and what services, support, or other items will be required from the Government to facilitate the transition. The Transition Plan shall be consistent with the Offeror's technical and cost proposal, as well as the personnel staffing portion of the proposal. A schedule shall be included that shows key milestones. The Offeror shall describe the buildings, equipment, software and communications facilities and resources which will be applied to performance of the order and describe how the proposed facilities/resources support the requirements specified in the Statement of Work.

4.2.4 Risk Identification and Mitigation. It is the Government's intent to assess performance risk for each factor and sub factor. Offerors shall specifically identify area(s) within their technical proposal where risk is present and identify what steps they will take to mitigate this risk to ensure fully successful performance.

4.2.5 Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting agreements proposed to fulfill any direct charged part of the Task Order shall be provided. It shall be signed by both the Offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (key/non-key/support) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal. This documentation is not to be included in the technical proposal page limitation.

4.3 – Personnel Qualifications

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 28 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

4.3.1 – General Guidance

Resumes shall be submitted for all key personnel and shall not exceed 2 pages in length. Offerors may supplement each 2-page resume with information that sets forth work experience and qualifications that are directly related to this requirement. Attachment J.1 lists the desired qualifications for Key Personnel for this effort. It is provided as a guide to notify Offerors of the types of experience and training that the Government considers important to successfully execute the Task Order. The caliber of personnel set forth is intended to be a guideline and is intended to assist the Offerors in selecting personnel capable of performing the tasks required under this solicitation. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates the ability of proposed personnel to satisfactorily fulfill the Task Order requirements. If an employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

4.3.2 Key Personnel Resumes – Resumes are required and shall contain the following information:

Years of Experience

Name/Current Position/Title/Company

Educational and professional development history

Chronology of professional experience with emphasis on SOW-related experience

Current level of security clearance

4.3.3 – Matrix for Personnel Resumes – Offerors are to provide the following information for all key personnel resumes submitted with the offer.

CONTRACT LABOR	CATEGORY	NUMBER OF RESUMES	SOW PARAGRAPH
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4.3.4 – Staffing and Transition Plan – The Offeror shall provide a matrix (key and non-key personnel) demonstrating how the proposed personnel shall support task areas described in the SOW with their man-year allocation. Include name, company name, years with the company, primary work location, contract labor category, years of applicable professional experience, percent of time proposed, proposed task area assignments, level of security clearance, resume page number (if applicable). The offeror shall describe their proposed organizational structure and the responsibilities of proposed individuals for whom a resume has been submitted. The offeror shall describe the breadth and depth of its corporate knowledge base as it applies to this requirement and the ability to bring this corporate knowledge to bear on the tasks covered by the SOW. Do not provide any information that would violate the Privacy Act. Address the plan for providing the resources for achieving full operational capability within 45 days of award (transition period).

4.4 – Past Performance

The Offeror will provide at least three past performance references that reflect recent relevant experience performed within the last five years that demonstrate the ability to handle the scope and breadth of the SOW for this Task Order. Include contract/Task Order number, contract type, program name, total contract cost, short description of work performed, how the work is relevant to this task and names and valid telephone number and email and mail address for the Procuring Officer (PCO), the Contracting Officer Representative (COR)/Task Order Manager (TOM), and Program Manager. The Government may also use other information such as Award Fee data and CPARS/PPIRS data available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. If subcontracting is proposed for the subject Task Order, past performance references where the Offeror has served as a prime contractor with subcontractors would be of interest. If the offeror does not provide at least three performance references during the last five years, the offeror shall address this and provide a written narrative providing the detailed reasons for not providing at least three references.

4.5 COST PROPOSAL ELEMENTS

4.5.1 – General Guidance

No technical information shall be submitted as part of the Cost Proposal. Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected. The cost data shall be organized as follows. These instructions apply equally to the prime contractor as well as proposed

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 29 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

subcontractors/consultants.

Cost Summary. Provide cost summary in the format of Attachment J.2, "Cost Summary Format", showing cost elements based on functioning formulas in a Microsoft Excel Format. This spreadsheet shall be divided into separate pages such that no information is provided in smaller than 10 characters per inch.

4.5.2 Supporting Cost Data. Provide supporting cost data as required in the format of solicitation Attachment J.3, "Supporting Cost Data". When the Offeror elects to claim FCCOM as an allowable cost, the Offeror must include DD Form 1861, Contract Facilities Capital Cost of Money. Narrative shall be attached to the Supporting Cost Data Table to describe derivation of labor rates and application of escalation, use of uncompensated overtime, pools to which indirect rates are applied, and historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the offeror within the past three years. Additional narrative, if necessary, may also be attached. If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy. Provide copies of any DCAA correspondence that approves proposed indirect rates. Identify the planned subcontract type for each subcontractor/consultant.

4.5.3 Direct Labor - Offerors shall base the hours of their Cost Proposals on the work years of technical and administrative labor shown in Attachment J.2. The exact level of support will be defined through incremental funding applied during the Task Order period of performance. The Government furnishes this estimate for the purpose of providing additional information to the SOW to permit optimum response by Offerors and to allow a more timely and comparable evaluation of proposals. The agreed to total level of effort will be specified in the award document, in accordance with the Section H, "Level Of Effort" clause.

Note: Administrative labor includes such things as word processing, reproduction, library, financial, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, deliverable review and approval, etc. that are necessary to support the technical effort. The Offeror shall indicate the hours/amounts proposed for each of these proposed administrative functions, and any deviations to the proposed labor hours allocation.

4.5.4 Work year estimate - The Government's estimate of effort is based on labor hours. A minimum of 1,860 compensated regular hours per work year is required. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the Task Order.

4.5.5 FAR 52.237-10 in Section I of the Basic Contract defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hours worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour work week. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, Offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the Offeror includes in the cost proposal.

4.5.6 Proposed hours shall be supported by a detailed breakout of an average work year for exempt and non-exempt employees in the following sample format:

Description	Exempt	Non-exempt
One year base hours	2,080	2080

Subtract Paid Holidays
Subtract Paid Vacation
Subtract Sick Leave
Subtract Other Paid Leave
(e.g., Jury Duty, Military Leave, etc.)

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 30 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

Subtotal – Net Compensated Hours

Add Uncompensated Hours

Total Hours per Work year

Note: it is noted that the proposed work year, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the Offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement.

4.5.7 Offerors shall provide the following work year information in narrative format:

- (A) List of Offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

4.5.8 Other Direct Costs. The Government's unburdened estimate for travel and material under this effort are listed below for Tasking specified in the SOW. The fully burdened amount must be included in Section B of the offer for all applicable CLINs. The management of travel between Prime and any Subcontractors shall be described. Other ODC amounts proposed by an Offeror shall also be included for all applicable CLINs and these costs shall be itemized with written justification provided to support the proposed costs. In order for an expense category to be allowed as a direct charge under the resulting Task Order, it must be identified in the proposal and be reflected in the applicable CLIN.

Travel Amounts: Base and award term periods are 12 months each.

Period	Unburdened Total Travel
BASE	\$ 750,000
AWARD TERM 1	\$ 760,000
AWARD TERM 2	\$ 770,000
AWARD TERM 3	\$ 780,000
AWARD TERM 4	<u>\$ 790,000</u>
TOTAL ALL YRS	\$3,850,000

Material Amounts: Base and award term periods are 12 months each.

Period	Unburdened Total Material
BASE	\$ 1,900,000
AWARD TERM 1	\$ 1,905,000
AWARD TERM 2	\$ 1,910,000
AWARD TERM 3	\$ 1,915,000
AWARD TERM 4	<u>\$ 1,920,000</u>
TOTAL ALL YRS	\$ 9,550,000

Material dollars are intended to cover items of expense directly associated with producing Task Order deliverables. Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following Task Order award.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 31 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed to be reimbursed during Task Order performance. It is not acceptable for the prime contractor to include all travel and materials in their portion of the Cost Proposal if subcontractors or consultants will be used. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors.

Offerors are reminded that in accordance with the Basic Seaport contract, ODCs are non-fee bearing.

The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5 in the Basic Contract, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

4.5.9 Subcontracted costs. Each subcontractor shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. The contractor shall submit their proposal in Microsoft Excel format. The detailed information may be provided separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors shall submit their information directly to the Government via Seaport-e. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals. Subcontractors are required to provide the DCAA branch office for their company, along with the name, phone number and email address of a DCAA point of contact that is familiar with their company. The prime contractor is required to determine and provide their analysis on the reasonableness of proposed subcontractor costs (FAR 15.404-3).

4.5.10 Savings Initiatives. The Offeror is required to address cost savings initiatives, if any, proposed for this Task Order, and how these conform to the initiatives included in their basic contract. These are to include at a minimum, maximum pass thru rate; guaranteed savings; maximum escalation; and fee limitation.

4.5.11 Capped Rates. The Offeror shall apply realistic rates that do not exceed the maximum capped rate contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

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

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provide logistics support for NAVAIR or NAVSEA programs and systems. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is required to provide the following information: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a brief description of the potential conflict; (3) the statement of work (or technical instruction) from the existing contract; (4) a mitigation plan for mitigating the conflict; (5) and any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists and the mitigation plan is acceptable. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists and came be adequately mitigated based on any information received from any source.

(c) The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 32 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

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

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

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 33 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

SECTION M EVALUATION FACTORS FOR AWARD

SECTION M EVALUATION FACTORS FOR AWARD

This Task Order is reserved for only those contractors in the Gulf Coast Zone, identified in section B of the Seaport E contract. Proposals from other contractors will not be considered. It is the intention of the Navy to award one cost type, level-of-effort task order for this requirement. Attention is directed to contract clause H-5, TASK ORDER PROCESS, Section C, Competitive Ordering Process of the Basic Contract, which provided that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M. The Government intends to evaluate proposals and award a task order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16. Offerors must meet each of the MANDATORY REQUIREMENTS noted in Section H. An Offeror not meeting all of these requirements (or having acceptable plans for meeting the requirements by task order award) will not be considered eligible for award. Offerors should include any and all conflicts of interest as Section C contains the ORGANIZATIONAL CONFLICT OF INTEREST provision. Offerors must provide an acceptable mitigation plan for any conflicts in order to be eligible for this order. Offerors meeting the mandatory requirements will be evaluated relative to the following Best Value source selection factors and sub factors. Each separately evaluated factor and sub factor will be assigned a letter grade of A, B, C, D, or F where A is the highest grade. Proposal factor/sub factor strengths, weaknesses, deficiencies will be noted. Both risk and the offerors' plans for risk mitigation will be evaluated.

Factor 1: Technical Understanding/Capability (including transition plan)

Factor 2: Personnel Qualifications

- a) Resumes of Key Personnel
- b) Staffing Plan

Factor 3: Past Performance

Factor 4: Evaluated Cost

The Government has established the relative importance of the factors as follows:

Factors 1.0, 2.0, and 3.0 are equal in importance.

Factors 1.0, 2.0, and 3.0 are each more important than Factor 4.0.

Factor 1: Technical Understanding/Capability/Approach - Evaluation of this factor will be based on the written technical proposal and the transition plan proposed to man the effort as required by Section L. The validity and thoroughness of the Offeror's proposal will be evaluated as specific evidence of his understanding and capability to successfully transition and perform the technical requirements of this order. Reasonableness and clarity of the technical approach, issues relative to the risk of non-performance will be considered. In addition, if proposed direct hourly rates are evaluated as unrealistically low, it may be interpreted as a lack of technical understanding of task order requirements.

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 34 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

Factor 2: Personnel Qualifications - Evaluation of this factor will be based primarily on the resumes and the proposed staffing plan for accomplishing this task order. The following sub factors will be evaluated:

a. Resumes of Key Personnel - This sub factor addresses the degree to which Key Personnel resumes meet, do not meet, or exceed desired qualifications for the respective key labor categories and the relevance of professional development. In addition, the relevance of individual experience to the technical requirements of the Statement of Work will be assessed using the required Staffing Plan. All key personnel work years are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent work year and assigned an average rating earned by the grouped resumes.

b. Staffing Plan - In addition to assessing each Key Personnel resume as detailed above, the entire proposed technical workforce will be assessed for capability to support the SOW with limited ramp-up time. Experience in all areas of the SOW as well as alignment of skills to requirements will be assessed.

Factor 3: Past Performance. The evaluation shall be based on demonstrated past performance, particularly for efforts similar in scope and complexity to efforts described in this solicitation, and customer satisfaction relative to the following: quality of the product (e.g. design documentation) or service (e.g., installations, tests); scheduling or timeliness of performance or delivery and its impact on the effort; degree to which performance conformed to the terms and conditions of its contract; management of key personnel and ability to hire and retain qualified personnel; cost control; business relations; and achievement of subcontracting goals (extent of prior use of small, small disadvantaged, woman-owned, and veteran-owned small businesses as subcontractors). The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media, and electronic databases including the Past Performance Information Retrieval System (PPIRS) and/or Contractor Performance Assessment Reporting System (CPARS), and any other existing past performance ratings on relevant contracts. General trends in a contractor's past performance will also be considered. In the event an Offeror does not have a past performance history, the Offeror will receive a neutral rating on the Past Performance Factor.

Factor 4: Evaluated Cost. In evaluating offers, the Government will perform an analysis of the realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data, the proposed allocation of man-hours and labor mix, and the proposed costs' reflection of the Offeror's understanding of the complexity and risk of requirements. 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's determination of the most probable cost to be incurred in the performance of this task order and to measure the reasonableness of the proposed costs. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs for evaluation purposes will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluation of the award terms will not obligate the Government to exercise the award terms. Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee for the base and all award term periods, and the maximum saving initiatives (if the basis is sound), will be used in making the award determination. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. The burden of proof for cost credibility rests with the Offeror. The evaluated cost amount will be a separate evaluation factor only insofar as technical/cost trade-offs are necessary to ascertain a best value decision. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the resulting task order will

SOLICITATION NO. N00024-10-R-3074	AMENDMENT NO. 2	PAGE 35 of 35	FINAL
--------------------------------------	--------------------	------------------	-------

require the delivery of data, the responsiveness and quality of organization and writing reflected in the proposal (both technical and cost portions) will be considered to be an indication of the Offeror's quality control processes that would be applied to deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

AWARD TERM CLAUSE

AWARD TERM PLAN