

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3117		2. AMENDMENT NO.		3. EFFECTIVE DATE 01/26/2010		4. PURCHASE REQUEST NO. XXXX	
5. ISSUED BY Kevin M Quinn NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 kevin.m.quinn2@navy.mil 540-653-8871				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 03/10/2010 1000 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER		D		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.	
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION		DESCRIPTION		SECTION		DESCRIPTION	
B		SUPPLIES OR SERVICES AND PRICES/COSTS		H		SPECIAL CONTRACT REQUIREMENTS	
C		DESCRIPTION/SPECS/WORK STATEMENT		I		CONTRACT CLAUSES	
D		PACKAGING AND MARKING		J		LIST OF ATTACHMENTS	
E		INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
F		DELIVERIES OR PERFORMANCE		L		INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
G		CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	

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GENERAL INFORMATION

This requirement is considered Full and Open for Competition.

Proposals are required on or before **10 March 2010 by 1000**. All Proposal submissions are required through the Seaport Portal. Early submission is recommended to meet the deadline. The Portal will close at **1000** even if uploading is not complete.

CURRENT INCUMBENT: This acquisition is a follow-on to NSWCDD Contract N00178-04-C-2002 with BAE Systems Applied Technologies, Inc.

Following Task Order award, this section will be used to summarize the nature of the modification and identify the total current funding being obligated and the total funded value of the order.

A conformed copy of the Task Order is issued with each modification. The information contained in this General Information Section is part of the instant modification only; it is not repeated in subsequent conformed copies of this Task Order.

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF

4000	Engineering, Systems Test & Technical Support for the NSWCCD Strategic & Weapon Control Systems Department in accordance with Section C. (TBD)	0.0 LH		
4050	FMS Engineering, Systems Test & Technical Support for the NSWCCD Strategic & Weapon Control Systems Department in accordance with Section C. (TBD)	0.0 LH		
4100	Engineering, Systems Test & Technical Support for the NSWCCD Strategic & Weapon Control Systems Department in accordance with Section C. Option 1 (TBD) Option	0.0 LH		
4150	FMS Engineering, Systems Test & Technical Support for the NSWCCD Strategic & Weapon Control Systems Department in accordance with Section C. Option 1 (TBD) Option	0.0 LH		
4200	Engineering, Systems Test & Technical Support for the NSWCCD Strategic &	0.0 LH		

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	<p>Weapon Control Systems Department in accordance with Section C. Option 2 (TBD) Option</p>	
4250	<p>FMS Engineering, Systems Test & Technical Support for the NSWCDD Strategic & Weapon Control Systems Department in accordance with Section C. Option 2 (TBD) Option</p>	0.0 LH
4300	<p>Engineering, Systems Test & Technical Support for the NSWCDD Strategic & Weapon Control Systems Department in accordance with Section C. Option 3 (TBD) Option</p>	0.0 LH
4350	<p>FMS Engineering, Systems Test & Technical Support for the NSWCDD Strategic & Weapon Control Systems Department in accordance with Section C. Option 3 (TBD) Option</p>	0.0 LH
4400	<p>Engineering, Systems Test & Technical Support for the NSWCDD Strategic & Weapon Control Systems Department in accordance with Section C. Option 4 (TBD) Option</p>	0.0 LH
4450	<p>FMS Engineering, Systems Test & Technical Support for the NSWCDD Strategic &</p>	0.0 LH

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Weapon Control
Systems
Department in
accordance with
Section C.
Option 4 (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	ODCs for CLIN 4000 (TBD)	1.0 Lot
6050	FMS ODCs for CLIN 4050 (TBD)	1.0 Lot
6100	ODCs for CLIN 4100 Option 1 (TBD) Option	1.0 Lot
6150	FMS ODCs for CLIN 4150 Option 1 (TBD) Option	1.0 Lot
6200	ODCs for CLIN 4200 Option 2 (TBD) Option	1.0 Lot
6250	FMS ODCs for CLIN 4250 Option 2 (TBD) Option	1.0 Lot
6300	ODCs for CLIN 4300 Option 3 (TBD) Option	1.0 Lot
6350	FMS ODCs for CLIN 4350 Option 3 (TBD) Option	1.0 Lot
6400	ODCs for CLIN 4400 Option 4 (TBD) Option	1.0 Lot
6450	FMS ODCs for CLIN 4450 Option 4 (TBD) Option	1.0 Lot

NOTE 1: LABOR HOURS (LH)

At the time of award the number of labor hours listed above (0.0 LH) in the Base Period and each Option Period will be changed to

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coincide with the Level of Effort provided in Section G, SEA 5252.216-9122 Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a term (LOE) order.

Items in the 4xxx series are cost plus fixed fee type.

Items in the 6xxx series are cost only.

ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or base fee of the task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

C.0 INTRODUCTION

This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section H, special Contract Requirements, Quality Assurance Surveillance Plan.

C.1 BACKGROUND

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) is an engineering, software development, and systems test and integration center for RDT&E components of the US Navy. Primarily, the Strike Weapons Systems Division is a PMA-280 Systems Test team member for various strike systems within the TOMAHAWK Weapon System and related peripheral hardware, software and support tools and test simulations. The purpose of this acquisition is to provide systems test and technical support services to the NSWCDD Strategic and Weapon Control Systems Department in support of Strike Weapons Systems Division.

C.2 SCOPE OF WORK

The systems test and technical support services included in this acquisition will include the establishment of a test approach, the development of test specifications, the conduct of test operations, the analyses of collected test data and test coverage, the conduct of special tests for system safety, communication systems interface testing and the development of laboratory and coursework training materials. The acquisition applies to all current and future versions of the Tactical Tomahawk Weapons Control System (TTWCS) including both the US and FMS configurations, as well as to all associated support tools and test simulations. It also includes support of other related strike weapons systems and any future efforts requiring systems test expertise for testing of software products in a distributed, networked host environment using state-of-the-art technology. In addition, the acquisition applies to current and future tasks associated with Depot maintenance of the Guidance Test Set (GTS).

All work performed under this acquisition shall be performed following NSWCDD plans, standards, policies, and processes. The contractor shall generate plans for specific tasking consistent with the government's master schedule for product development to include scoping of the task, schedule development and preparation of workload estimates. The contractor's activities must be consistent with established NSWCDD procedures and must conform to the systems test environment and standards stipulated herein including all updates, improvements, and additions to these process documents made over the life of the contract. All test documentation shall be developed within the software environment specified by the government to include use of specific development tools such as Dynamic Object Oriented Requirements System (DOORS) (requirements traceability and management tool), Microsoft Office toolset, and other specific tools and environments as stipulated in the documentation herein. Deviations from these processes, policies and procedures are not authorized without advance approval by the contract Task Order Manager (TOM).

The contractor shall support Tomahawk Foreign Military Sales efforts.

C.2.1 APPLICABLE SYSTEM ELEMENTS

The TOMAHAWK Weapons System software elements applicable to this acquisition currently include the following operational and support programs:

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- . ATWCS

- . TTWCS

- . Peripheral Hardware and Software
 - TTWS Communication System (TCOMMS)
 - Mission Distribution System (MDS)
 - Tomahawk Command and Control System (TC²S)
 - Tomahawk Communications Interface Processor (TCIP)
 - BLK III and IV All Up Round (AUR)
 - Operational Embedded Software (OES)
 - MK-41 Vertical Launching System (VLS)
 - Attack Weapon Control System (AWCS) MK 1 MOD 0 (SSGN)
 - Launch Control System (LCS) interface management
 - Missile and Tube Interface Box (MTIB)
 - UK Weapons Control Module (WCM)
 - UK Submarine Weapon Interface Manager (SWIM)

- . Support Tools and Test Simulations
 - VLS Interface Driver Simulator (IDSIM)
 - NATO SINS Simulation
 - Weapons Control Module (WCM) Simulation
 - Guidance Test Set (GTS) BLKs III and IV
 - Coordinated Training Node (CTN)
 - Attack Weapon Interface System (AWIS)
 - WSN-7 Inertial Navigation Set (INS)
 - Global Command and Control System – Maritime (GCCS-M)
 - Repeatable Performance Evaluation and Analysis Tool (REPEAT)
 - Data Element Reduction Tool (DERT)
 - Tomahawk External Data Extraction System (TEDES)
 - Battle Force Tactical Trainer (BFTT)
 - Precision Lightweight GPS Receiver (PLGR)
 - Ship/Submarine Environment and Missile Simulation (SEMS)
 - Ship/Sun Environment Simulation (SES)
 - SEMS – Shipboard Communications (SHC)
 - SEMS – SSGN Communications (SGC)

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- SEMS – Shipboard Analysis (SHA)
- SEMS – UK Communications (UKC)

C.3 TECHNICAL REQUIREMENTS

C.3.1 SYSTEM TEST ANALYSIS

The contractor shall perform system test analysis in support of systems identified in Section C.2.1 including requirements analysis, software problem and discrepancy documentation and resolution verification, enhancement assessment, and implementation analysis.

C.3.1.1 The contractor shall provide engineering support required to review, assess, and analyze all levels of Weapons System documentation to identify and define system test requirements. Documentation to be reviewed includes, but is not limited to, system and software requirements and specifications, test plans and procedures, test results, logistics training documentation, and change proposals. As necessary, the contractor shall write and evaluate software, hardware, peripheral support tool, and documentation (i.e., requirement or procedure) problem or enhancement reports with respect to the system or software element under test or evaluation or with respect to future development or program execution.

C.3.1.2 The contractor shall evaluate problem and enhancement reports by providing an assessment of the problem definition, correction, and effects on other system components as defined by the NAVAIR Instruction JCM-2207 - TTWCS Change Management Process.

C.3.2 SYSTEM TESTING

The contractor shall provide the engineering support defined in the following sections in order to demonstrate the performance of the system under test. All activities required for performance of this acquisition shall be in cooperation and consultation with the government representatives, and require government review and agreement.

C.3.2.1 SYSTEM TEST PLANS

The contractor shall develop Test Plans (DI-IPSC-81438A, CDRL A004) to cover system test activities derived from the Integrated Test and Evaluation Plan (ITEP). System test activities include, but are not limited to, Weapons Systems upgrades, both hardware and software; peripheral hardware and software modifications and changes, such as VLS and LCS upgrades; and accreditation activities. The contractor shall review applicable requirements documents and shall provide a written assessment of the test effort (types and numbers of tests, schedules, effort scoping, etc.) required for testing. The contractor shall update the Test Plans to incorporate approved changes to the build under test.

C.3.2.2 SYSTEM TEST PROCEDURES

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The contractor shall develop Test Procedures (DI-NDTI-80603, CDRL A005) to verify the performance of system requirements for system tests. New test procedures shall be developed when required. Existing test procedures shall be modified and incorporate new test requirements as appropriate. The contractor shall validate the test procedures by a procedure checkout using the Land Attack Systems Integration Laboratory and/or quality assurance analysis. The test procedures shall include required test preparation materials (including scenarios, tasking, identification of cryptographic materials, etc...). The validated test procedures shall be provided before the execution of the tests. The contractor shall update the Test Procedure document to incorporate changes resulting from testing experiences, regression testing, maintenance builds and any special tests.

C.3.2.3 SYSTEM TEST

The contractor shall execute tests (formal build, regression, maintenance build, special) identified for the system under test in accordance with applicable Test Plan and associated procedures. The contractor shall provide personnel as required to successfully conduct and analyze the tests.

The Government will identify a Test Director and coordinate the scheduling and maintenance of the test environment within the Land Attack Systems Integration Laboratory.

Records for each test will be entered or updated in a data capture tool as the test progresses using the electronic means provided by NSWCCD. The data recorded shall include, as a minimum, a log of steps taken during the execution of each procedure, overall test status, and requirement status resulting from the test, defects in procedures or system, and analysis results.

C.3.2.4 TROUBLE REPORTS

The contractor shall prepare and enter trouble reports (TR) detailing any problems discovered as a result of test activities in the appropriate government database. The contractor shall be prepared to substantiate the TR.

C.3.2.5 SYSTEM TEST REPORT

The contractor shall develop a Test Report (DI-IPSC-81440A, CDRL A006) for each test effort. The report shall include, as a minimum, traceability that performance requirements have been met, pass/fail status of requirements under test, pass/fail status of capabilities and/or functionality under test, conclusions based on analysis of test results and recommendations on improvements to the test program. The Test Report shall include changes to the testing process (i.e., lessons learned) resulting from the test experience, and identification of regression tests and maintenance build tests and special tests added to the overall test event. The report shall include requirement test status, trouble reports written during the event, overall test status of each procedure executed, trouble reports written, metrics, and other report data as required. When required, the contractor shall provide a 'Quick Look' test report.

C.3.2.6 SYSTEM TEST VERIFICATION MATRIX

The contractor shall develop and maintain a Test Verification Matrix (DI-MISC-80508A, CDRL A007), contained within the DOORS tool, that allows for correlation of test procedure, requirement, and applicable platform for each test effort. The TVM shall include, as a minimum, the test category, test objective, test numbers, and test platform configuration, the test requirements assigned to the system test organization, requirements document paragraph numbers, and requirements pass/fail status as directed by the Test Director. From the TVM, specific sets of data will be provided to support development of procedures appropriate to requirements coverage, to track all changes to the requirements documentation and used to address changes to the test procedures or identify new procedures that are

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required to validate new requirements.

C.3.2.7 GUIDANCE TEST SET DEPOT MAINTENANCE

Depot level maintenance shall be performed under government supervision and direction on the Block III and Block IV Guidance Test Sets (GTS). Maintenance shall include, but not be limited to, the following:

- System level acceptance testing of the GTS and all sub-assemblies
- Circuit board soldering
 - Multi-layer
 - Double sided
 - Thru-hole and surface mount
- Customer Service Visits (CSV)
 - CSV kit preparation and shipment
 - Support CSV
- Build and refurbish cables and circuit card assemblies
- Component level troubleshooting
- Repair laptop computers
- Depot HAZMAT program administration
- Electronic equipment calibration
- Verify and recommend revisions to standard test and repair procedures
- General hardware maintenance and repairs
- Monitor inventory and recommend parts and materials that require replenishment

C.3.3 GENERAL SYSTEM TEST SUPPORT

C.3.3.1 As required for effective and efficient functioning of the Tomahawk WCS programs, the contractor shall provide system test expertise and technical support on panels and boards such as Technical Review Boards, Change Control Boards, Formal Reviews and Inspections, Test Readiness Reviews (TRR), In-Process Reviews (IPR), and periodic system status coordination meetings.

C.3.3.2 As assigned, the contractor shall prepare and produce new and modified sections of documentation including, as a minimum, the Integrated Test and Evaluation Plan and other system test documentation (DI-MISC-80508A, CDRL A009). The contractor may also prepare and produce procedures related to GTS Depot operations, plans related to proposed Customer Service Visits (CSVs), and other support planning documentation (DI-MISC-80508A, CDRL A009).

C.3.3.3 The contractor shall support the testing of Commercial Off-the-Shelf (COTS) hardware replacements for system and software impacts. A testing plan (DI-IPSC-81438A, CDRL A004) and report (DI-IPSC-81440A, CDRL A006) shall be created.

C.3.3.4 The contractor shall support the Test Configuration accreditation process. As assigned the contractor will assist with configuration management, data analysis and testing involved in the preparation of accreditation plans and reports.

C.3.3.5 The contractor shall prepare and submit presentations during technical meetings and management reviews as required in support of assigned tasks (DI-MISC-80508A, CDRL A009).

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C.3.3.6 The contractor shall provide qualified personnel to support shipboard testing for US and UK Tomahawk WCS surface and submarine platform test events. Test engineering support to be provided shall include execution of testing, performance of data reduction and analysis, recording of test results, metrics, and problems encountered, and reporting test status/progress. As required, the contractor shall provide test support on-board the ship or submarine prior to test execution (pre-test setup), during at-sea test execution, and post sea-trial analysis and discussion.

C.3.3.7 The contractor shall provide qualified personnel to support on-site testing and maintenance support for all variants of the Guidance Test Set including surface, subsurface, and FMS products.

C.3.3.8 The contractor shall provide a weekly test activity schedule. This schedule will include all test events by test suite, off-site work or training events, and desktop tasks that System Test personnel support.

C.3.3.9 The contractor, in cooperation with the System Test Lead, shall provide and maintain an accurate master test schedule. All activities for which system test has assigned activity shall be identified in this Master schedule. This schedule will be used to track all planned and unplanned test events and will identify the planned period of work, the actual period of work, percentage of work completed, and the Work Breakdown Structure elements under which the tasks were performed. Emergent tasking will be entered into the schedule as the work is identified. An updated schedule will be made available to the Test Lead and/or upper management on a monthly basis.

C.3.3.10 Throughout the period of performance, the contractor shall support the system test and Depot methodologies as follows:

- a. Recommend quality improvements to processes and their associated documentation
- b. Recommend improvements to the support methodology.
- c. Identify opportunities to incorporate and/or automate tools.

C.3.4 LABORATORY TEST SUPPORT INFORMATION

C.3.4.1 The contractor shall develop and maintain a Laboratory Test Support Package (DI-MISC-80508A, CDRL A008) as a training tool to instruct both Government and contractor test personnel in the procedures for setting up the Land Attack Systems Integration Laboratory in preparation for testing and for conducting tests. The package shall address all activities that need to be accomplished prior to, during, and at the conclusion of conducting tests. It shall include as a minimum:

- a. Setting up the proper equipment configuration for a given test as directed by the Government.
- b. Verifying that the proper equipment is configured for a given test.
- c. Verifying that required simulators and simulations are properly installed for a given test.
- d. Verifying that the correct removable hard drives, etc., are available for a given test.
- e. Powering up the operator's consoles.
- f. Verifying that the proper software is installed on the systems prior to test commencement
- g. Conducting tests.
- h. Powering down the suites following a test event or as needed to prevent system corruption

C.3.4.2 The contractor shall create appropriate training materials in the form of coursework and guidebooks for the development and test environment (DI-MISC-80508A, CDRL A009). This training may include an introduction to

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system level testing to include an overview of systems and specific information regarding interfaces among the various external and internal components. The training may be focused on several levels of education, an introduction focused on software developers and system engineers understanding of the system and more advanced coursework focused at providing an understanding of individual components of the overall system and support peripherals.

C.3.5 SYSTEM AND SOFTWARE PROCESS IMPROVEMENT

The contractor shall provide support to the government for system and software processes improvement and the Standard Capability Maturity Mode Integration (CMMI) Appraisal Method for Process Improvement (SCAMPI) style appraisal. The personnel shall support the organizational process improvements in the areas of system test, project management, verification, and validation. In particular, support shall be given to prepare the government organization for the SCAMPI appraisals and to support the organization to reach its goal of CMMI-SE/SW Level 5.

C.3.6 METRICS MONITORING

The contractor shall maintain metrics as established by the WCS program and provide a Metrics Report (DI-MGMT-80227, CDRL A010) on a monthly basis for evaluation of program progress and efficiency.

The contractor shall maintain the following metrics and report/update on a **monthly** basis. Some of these metrics will require entry in the specified government database.

- a. Progress for test development, procedure checkout (PCO) and execution. This data may require reporting via the EVMS process established by the Government.
- b. Progress for test execution to include number of test planned for execution, number completed, pass/fail counts for procedures and associated requirements, time for execution of each procedure. This data may require reporting via the EVMS process established by the Government.
- c. Work-hours according to Government provided categories, e.g. functions and products, and enter them into the government's specified tool.
- d. Metrics identified by the government including PMA-280 approved metrics.
- e. Updates to detailed schedule for test development and execution.
- f. Number of trouble reports written as a result of testing and count of issues found in products released to the fleet following system test events.

The contractor shall maintain the following metrics to be provided at the end of each test effort. Some of these metrics will require entry in the specified government database.

- a. Number of test defects, by priority, found during test execution.
- b. Final number of tests developed. Specify number of TR verification, enhancements, and revised functional tests.
- c. Total number of hours charged to contract for the entire effort.

C.4 CONTRACT MANAGEMENT

C.4.1 PROGRAM MANAGEMENT REVIEWS (PMRs)

The contractor shall conduct PMRs on a monthly basis or as directed by the Government. The PMRs shall be

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conducted at the contractor's facility or the Government's facility. The PMR agenda shall follow the format of the Monthly Progress Report and the Metrics Reports. The contractor shall provide minutes and copies of data presented for/at the PMR (DI-ADMN-81250A, CDRL A001). In addition, data to support the Earned Value Measurement System shall be submitted on a weekly basis per DI-MISC-80508A, CDRL A002.

C.4.2 MONTHLY PROGRESS REPORT

The contractor shall submit electronic monthly progress and status reports as DI-MGMT-80227 CDRL A003, to include, but not be limited to, the following:

I. Summary Information:

- a. Contract title, period of performance, total value.
- b. Listing of all contract modifications to include number, date, and purpose.
- c. Listing of all contract correspondence for which a reply has not been received or provided, as appropriate

II. Labor Status:

- a. Man-hours per specific contract task and Dahlgren Resource Allocation Tracking System (DRATS) or other NSWCDD-approved tool. Data provided shall include name and hours per product and function activities per task. Statement of Work references shall be provided.
- b. Summary of work performed by each Key Person to include name, Government technical point of contact, hours per task, and brief summary of work performed per task.
- c. A Listing of contract Key Personnel to include: name (person originally proposed and subsequent substitution, if applicable), contract and contractor labor category, % of availability (both as originally proposed and actual). An explanation shall be provided wherever the actual percentage of availability is less than proposed by 5% or more.

III. Deliverable Status:

- a. List of deliverables completed during the reporting period to include title, DD1423 reference, and date provided.
- b. List of deliverables in progress during the reporting period to include title, DD1423 reference and projected delivery data.

IV. Schedule Status:

- a. Current schedule for reporting period, annotated to highlight deltas/changes from previous schedule.

V. Financial Status:

- a. "XY Coordinate" graphs showing planned and actual expenditures of both dollars and man-hours. Numerical values shall be identified for the Values Plotted. The funded amount shall be identified for the fiscal year. Graphs shall be prepared for both the current government fiscal year and entire contract period.
- b. A Cost Detail chart to show planned and actual amounts for each proposed and/or approved element of direct cost in both current and cumulative format.
- c. Subcontractor expenditures shall be included in this data and amounts shall be current through the reporting

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period.

- d. Projected amount of effort remaining on contract.
- e. Breakdown with a clear explanation of costs and charges (Corporate fees & overhead, local fees, overtime, etc.)
- f. Summary of travel related costs.
- g. Comparison with total amount invoiced for the corresponding period and explanation for any differences other than rounding.

VI. Travel Status

- a. Travel summary (traveler, data, destination, purpose)
- b. Trip report (persons met with, items discussed, results, action items)

VII. Task Status

- a. Summary of work performed per specific contract task.
- b. Quality improvements initiatives.

VIII. Contractor Issues & Concerns

C.5 TRAVEL

The Contractor shall perform all necessary travel required in the performance of this contract. Specific trips must be pre-approved by the Contracting Officers Representative (COR). See Section L, Instructions, Conditions, and Notices To Offerors, for a per year estimate of the travel to be required to accomplish the technical objectives of this contract.

C.6 GOVERNMENT FURNISHED ITEMS

The following documents will be available for contractor access and reference in Building 1580, NSWCDD, Dahlgren, Virginia, throughout the contract performance period. The documentation reference will be updated, added to and deleted by the Government. If required, the Contractor may make working copies at the Contractor's expense including labor and material.

C.6.1 MILITARY AND DEPARTMENT OF DEFENSE STANDARDS

- a. MIL-STD-882B: System Safety Program Requirements
- b. MIL-STD-1658: Shipboard Guided Missile Launching System Safety Requirements Minimum

C.6.2 SPECIFICATIONS AND INSTRUCTIONS

- a. JCMPINST 4130.1E: JCMP Configuration Control Board Policy
- b. JCMP P4130/2B: TWS Interface Management Plan
- c. JCM-2153, 1/23/92: PMA-282 Software Change Control Process
- d. JCM-2207 - TTWCS Change Management Process
- e. PMA280-1050 Rev L Prime Item Product Function Specification For The Block IV Mark 694 Mod 1, Mod 3, And Mod 4 Guidance Test Set

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C.6.3 TOMAHAWK WEAPONS SYSTEM DOCUMENTATION

- a. JCM 2121: TWCS Block III Test Requirements Documents
- b. JCM 2157: System Segment Design Document for ATWCS
- c. JCM 2166: Baseline IV Tomahawk WCS Segment Specification for Submarine Combat Control System
- d. JCM 2179 Rev B: Interface Requirements Specification for the WCS and MDH
- e. JCM 2015 Rev B: Interface Design Specification (IDS-8)
- f. JCM 2142: System Specification and Design Document for Tomahawk Weapons System Baseline IV Tactical Tomahawk
- g. JCM 2038: TWS AUR Configuration and Identification Interface Requirements Document
- h. JCM 2068: System Requirements Document - Tomahawk Block III Upgrade Program
- i. T-MGN-0474-00: Strike Systems Software Configuration Management Plan
- j. NAVSWC MP 91-703, Rev 3: System Quality Assurance Plan for the Strike Systems Planning Division (K60) and Strike Weapons Systems Division (K70) of the Strategic and Strike Systems Department (K)
- k. NSWCCD/TR-93/591 Rev C: Strike Systems Divisions Development Processes.

C.6.4 INTERFACE CONTROL DOCUMENTS

- a. SSP OD 63644, Launching System and Tomahawk All-Up-Round (AUR) Interface Design Specification for the SSGN Attack Weapon Control System
- b. SSP OD 63641, Tactical Tomahawk Weapon Control System (TTWCS) and the Submersible Guided Nuclear (SSGN) Launch Control System (LCS) Interface Design Specification

C.6.5 INTERFACE DESIGN SPECIFICATIONS

- a. NAVSEA S9427-AN-IDS-040/WSN-7 Interface Design Specification for Inertial Navigation System AN/WSN-7 to External Computer In and Output Only Configuration
- b. IDS-9 (JCMPO P5230/3): Interface Design Specification for Theater Mission Planning System, Launch Platforms and Other Mission Data Handling Systems (U), Confidential
- c. WS 20931/1: TOMAHAWK Weapons Control System and Vertical Launching System (Baseline II) Interface Design Specification
- d. WS 20931/3: TOMAHAWK Weapons Control System and Vertical Launching System (Baseline III) Interface Design Specification
- e. WS 20931/4: TOMAHAWK Weapons Control System and Vertical Launching System (Baseline IV/V/VI/VII) Interface Design Specification
- f. WS 20932/1: Vertical Launching System (Baseline II/III) and TOMAHAWK All-Up-Round (AUR)
- g. WS 20932/2: Vertical Launching System Mk 41 MOD () and TOMAHAWK All-Up-Round (AUR)
- h. DES-AA0033 Naval Combat System Data Exchange Specification between DCM and UK Tactical TOMAHAWK Weapon Control System
- i. DES-AA0034 Naval Combat System Data Exchange Specification between SWIM and UK Tactical TOMAHAWK Weapon Control System
- j. PEO(U&W) 3900/114 Rev D IRS (M) for TC2S Interfaces to AUR Via TSN
- k. PEO(U&W) 3900/146 Rev B IRS (M) for TC2S to TTWCS Interface
- l. PEO(W) 3900/183 IRS (M) for TC2S Enterprise Databases (TED) Interfaces

C.6.6 OPERATOR'S MANUAL AND/OR USER'S GUIDE

- a. NAVSEA EE170-AG-OMI-020/SSN-6 Navigation Sensor System Interface (NAVSSI) AN/SSN-6 Block 3 Volume 2 – Operator Interface
- b. Software Users Manual (SUM) for the Personal Computer-Mission Distribution System UD-00795
- c. Tomahawk Communications System (TCOMMS) Description Operation and Maintenance Manual (DOMM) UD-00796
- d. NAVAIR SW261-AH-MMO-010 Description, Operation and Maintenance for the Tactical Tomahawk Weapons Control System (TTWCS) AN/SWG-5 (V)

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- e. UD01138 Rev. 0, Software Users Manual (SUM) for the Mission Distribution System (MDS) Version 4.3.0.0

C.6.7 NSWCCD INTERNAL PROCESS DOCUMENTS

C.6.7.1 The government's system test processes are documented in numerous Job Instructions (JIs) and are divided into top-level plans and lower level supporting documents. The top-level plans applicable to strike programs are listed below:

- a. Strike Systems Division Development Plan
- b. Strike Systems Division System Quality Assurance Plan
- c. Strike Systems Division Software Development Plan
- d. Strike Systems Division Software Configuration Plan

C.6.7.2 Other process documents that support the top level plans and provide implementation details are listed below (appendices cover many other processes):

- a. System Testing Process
- b. Process Improvement Process
- c. Program Management Process
- d. Systems Requirements Process
- e. Inspection Process
- f. Configuration Management Plan
- g. Planning Process
- h. Change Control Process

C.6.8 FACILITIES

C.6.8.1 Access will be provided to the Land Attack Systems Integration Laboratory located at Building 1580, Naval Surface Warfare Center, Dahlgren Division, Dahlgren, Virginia. The contractor is not guaranteed a specific amount or schedule of laboratory/system time. The contractor may be granted, but is not guaranteed laboratory/system time and time granted may be scheduled at other than normal working hours. The contractor shall be expected to adjust his work schedule accordingly. The Contractor shall adhere to all policies governing the utilization of the Land Attack Systems Integration Laboratory.

C.6.8.2 The contractor is required to perform the tasks specified in Section C for testing software. The software will reside in a classified environment when being integrated and tested. This software may reside on specialized hardware within the Land Attack Systems Integration Laboratory. A SECRET clearance is required for admittance to the facility.

C.6.9 NON DISCLOSURE STATEMENTS

The contractor's personnel will be asked from time to time to sign nondisclosure statements to support testing and to use third party contractor supplied proprietary data, software and equipment. The nondisclosure will be for a limited duration. The TOM will notify the contractor of the number and type of personnel that will need to sign the nondisclosure statement and the duration the nondisclosure will be in effect.

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DIGITAL DELIVERY OF DATA

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

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

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

Contractor Use of NSWCCD IS Resources

In the event that the contractor is required to have access to NSWCCD IS resources, the login name used for access shall conform to the specified login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCCD, such interconnection shall take place only after approval from the NSWCCD Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

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 order 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

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

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

(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 order and for a period of three years after completion of performance of this order, 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 order. This exclusion does not apply to any re-competition for those systems, components, or services furnished pursuant to this order.

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 order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order 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 order 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 order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order 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 order for default.

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(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 order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

Ddl-C41 TERMINATION OF EMPLOYEES WITH NAVAL BASE ACCESS

The contractor shall insure that all employees who have a Navy issued badge and/or automobile sticker turn-in the badge and remove the sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise appropriate Navy Physical Security of all changes in their contract personnel requiring Navy base access.

SHIPBOARD PROTOCOL: This task order may involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.).

The Contractor shall ensure its personnel adhere to these requirements when performing shipboard efforts. Compliance shall be reported in the trip report.

- All personnel working shipboard shall possess at least a SECRET security clearance.
- All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures.
 - Alarms – actual or drill
 - Safety – hardhats, tagouts, safety shoes, goggles, etc., as applicable
 - HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.
- The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.
- The designated team lead shall, upon departure, debrief the Commanding Officer or his/her designated representative as to the success of the work performed and the operational condition of affected equipment.

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SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

All technical reports and other deliverable items shall be marked to include, at a minimum, the prime contractor's name, contract number, and task order number.

All Deliverables shall be packed and marked IAW Best Commercial Practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed in accordance with the attached List of Deliverables, Exhibit A - Contract Data Requirements List (CDRLs).

PERFORMANCE BASED CRITERIA:

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITIONS). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) in Section H.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding CPARS process at the following internet site:

<http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/1/2010 - 7/31/2011
4050	8/1/2010 - 7/31/2011
6000	8/1/2010 - 7/31/2011
6050	8/1/2010 - 7/31/2011

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

4100	8/1/2011 - 7/31/2012
4150	8/1/2011 - 7/31/2012
4200	8/1/2012 - 7/31/2013
4250	8/1/2012 - 7/31/2013
4300	8/1/2013 - 7/31/2014
4350	8/1/2013 - 7/31/2014
4400	8/1/2014 - 7/31/2015
4450	8/1/2014 - 7/31/2015
6100	8/1/2011 - 7/31/2012
6150	8/1/2011 - 7/31/2012
6200	8/1/2012 - 7/31/2013
6250	8/1/2012 - 7/31/2013
6300	8/1/2013 - 7/31/2014
6350	8/1/2013 - 7/31/2014
6400	8/1/2014 - 7/31/2015
6450	8/1/2014 - 7/31/2015

Services to be performed hereunder will be provided at (insert specific address and building etc.)

NSWCDD
5370 Marble Road
Bldg 1580
Dahlgren, VA 22448-5165

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The Payment Office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (CDRNs) and Sub-Line (SLIN) numbers shown on each individual invoice, including attached data.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

(*) - To be identified at time of award.

[] Procuring Contracting Officer (PCO):

- (a) Name: Amy T. Richards
Code: CXS 13-15
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7825
FAX: (540) 653-6810
E-mail: amy.t.richards@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

[] Contract Specialist:

- (a) Name: Kevin M. Quinn
Code: CXS 13-7
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-8871
FAX: (540) 653-6810
E-mail: kevin.m.quinn2@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

[] Administrative Contracting Officer (ACO)

- (a) Name: (*)

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Code: (*)
Address: (*)
Phone: (*)
FAX: (*)
E-mail: (*)

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Task Order Manager (TOM):

(a) Name:
Code:
Address:
Phone:
FAX:
E-mail:

(b) The TOM is the PCO's appointed representative for technical matters. The TOM is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. An informational copy of the TOM appointment letter which provides a delineation of TOM authority and responsibilities is provided as an attachment to this Task Order.

Alternate Task Order Manager (ATOM):

(a) Name:
Code:
Address:
Phone:
FAX:
E-mail:

(b) The ATOM is responsible for TOM responsibilities and functions in the event that the TOM is unavailable due to leave, illness, or other official business. The ATOM is appointed by the PCO; a copy of the ATOM appointment is provided as an attachment to this Task Order.

CONSENT TO SUBCONTRACT

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

SPECIAL INVOICE INSTRUCTIONS

In an effort to utilize funds prior to cancellation and to ensure that funds are expensed in accordance with expenditure benchmarks for the multiple programs funding the task order effort, the contractor shall coordinate invoicing of funds with the TOM/ATOM and the paying office shall disburse funds in accordance with the contractor's invoice.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide the labor hours for the task order period as shown below.

	Total CPFF	Funds this Action	Previous Funding	Funding Available	Balance Unfunded
Base Period					
CLIN 4000					
CLIN 6000					

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Total Base Period					
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Note: This table will be completed at time of award. Funding details for subsequent periods will be identified as Option (s) are exercised.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

	Allotted to Cost	Allotted to Fixed Fee	Estimated CPFF	Estimated Period of Performance
Base Period				
CLIN 4000				
CLIN 6000				
Total Base Period				

Note: This table will be completed at time of award. Funding allotments for subsequent periods will be identified as Option(s) are exercised.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in the PWS of this task order. The total level of effort for the performance of this contract shall be (to be completed at time of award) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below. The table below and information for the blanks in paragraphs (a) and (d) are to be completed by the offeror as part of this proposal.

	Total Man Hours	Compensated	Uncompensated
Base Period (CLIN 4000)			
Option 1 (CLIN 4100)			
Option 2 (CLIN 4200)			
Option 3 (CLIN 4300)			
Option 4 (CLIN 4400)			

(* This table will be completed at time of award.

(b) Listed above are both compensated and uncompensated man-hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

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(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to the percentage of Fixed Fee to Cost shown for the applicable CLIN in SECTION B of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE". Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in the contract.

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

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

(e) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(f) The fee reduction process applies to all period regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT) above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

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

FINALIZED FIXED FEE

(a) The fixed fee for each period (Base, Option 1, etc.,) will be finalized based on the total number of hours provided (both compensated and uncompensated/TTA, if applicable). The contractor's report required under subparagraph (i) of the Level of Effort clause above, shall include a certification that hours reported as "compensated" include only those hours compensated at a rate equivalent to, or greater than, each individual's 40-hour rate. This extends to hours performed by subcontractors and consultants.

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

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

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

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

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

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

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

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

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

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

As included in the basic Seaport-e contract shall be flowed down to subcontractors and consultants.

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfares available thru advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

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

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

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

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

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

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

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

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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

WAWF Invoice Type	(As appropriate for type of task order (i.e. cost reimbursement, firm fixed price))
Issuing Office DODAAC	*
Admin DODAAC	*
Pay Office DODAAC	*
Service Inspector DODAAC	*
DCAA Auditor DODAAC	*
Inspection Location	*
Acceptance Location	*

Note: (*) To be completed at time of award

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 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. The 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:

- Contract Specialist: kevin.m.quinn2@navy.mil
- Task Order Manager: (to be identified at time of award)

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

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

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

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

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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. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Ddl-G12 POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of contract performance. In addition, mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

Requirement 1: Security Classification: The Offeror must have the required facility clearance as specified on the DD 254. The highest classification applicable to performance of this effort will be Top Secret. Interim clearances are acceptable.

Requirement 2: Mandatory Security Requirements per Labor Category: a minimum of three (3) proposed key personnel shall have Top Secret security clearance in the following labor categories: Senior Systems Engineer or Systems Engineer. Within the first month following contract award, an additional five (5) proposed key personnel, as chosen by the contractor, shall submit requests for Top Secret clearance. All other key personnel proposed shall have at least a Secret clearance to permit access into the Weapons Systems Development Laboratories. Key personnel labor categories include the following: Program Manager, Project Lead, Senior Systems Engineer, Systems Engineer, Technician, Junior Engineer, Depot Technician.

Requirement 3: Office Location: The contractor's proposed facility must be located within a one-hour travel time to the TOMAHAWK Facility in Building 1580, located at NSWCDD, Dahlgren, Virginia, in order for all key personnel to respond to government requests to work in labs and/or attend meetings. It is estimated that lab usage or meetings will require that 90% of the support personnel will be required at NSWCDD over any two-week period.

Requirement 4: All key personnel, with the exception of the Program Manager, shall work full-time on this contract.

Requirement 5: Organizational Conflict of Interest and Mitigation Plan - The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

SPECIAL CONTRACT REQUIREMENTS, QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the performance based service order. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the order. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

This Task Order provides support systems test and technical support services to the NSWCDD Strategic and Weapon Control Systems Department in support of Strike Weapons System Division (K74). The resulting performance based order will have cost plus fixed fee Labor CLINs, and cost only Other Direct Cost (ODC) CLINs. The order will be for a base year with four one-year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

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3. SCOPE

The QASP is put in place to provide Government *surveillance* oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

The contractor's performance on this task order will be evaluated by the Government as described below. The first evaluation will cover the period ending nine months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this task order. For the first period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self- assessment of the performance provided, to be delivered to the TOM and Contract Specialist NLT 60 days prior to the end of the period of performance. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The PCO for this contract is identified in Section G.

Contract Specialist– An individual assigned by the PCO to assist in the daily administration of the contract. The Specialist also provides input to the PCO and the TOM as to the quality of performance for areas addressed in this QASP. The Contract Specialist for this contract is identified in Section G.

Task Order Manager (TOM) –The TOM is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The TOM is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

Government Technical Point of Contact (TPOC) – The TOM designates an individual Government Technical Point of Contact to assist in administering specific projects under the contract. The Government TPOC is responsible for assisting in administering a specific project under the contract. A Government TPOC cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

5. METHODS OF QA SURVEILLANCE

a. QASP - The below listed methods of surveillance shall be used by the TOM in the technical administration and the PCO/Contract Specialist in non-technical administration of this QASP. The QASP will be the prime determinant in exercising the option.

b. Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this contract. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the order, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

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6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the TOM will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. The TOM shall forward these records to the Contracting Officer at termination or completion of the order.

7. EVALUATION PROCESS

1. 1st Evaluation Period - The first evaluation will cover the period ending 6 months from task order award.
 - a. NLT 180 calendar days prior to the end of the base year period of performance, the Contractor shall submit a self-assessment. The self-assessment shall be submitted electronically to the PCO, TOM and Contract Specialist. It shall address all areas of this QASP and cover performance from time of award.
 - b. NLT 14 calendar days from receipt of the self-assessment, the TOM is to provide a report to the PCO which addresses the Contractor's performance. The report shall be in accordance with the evaluation criteria established by this QASP. The TOM shall directly address any inconsistencies between his/her evaluation and the Contractor's self-assessment
 - c. Within 30 calendar days of receipt of the Contractor's self-assessment, the PCO will make a preliminary determination. The determination will be based on the TOM's report, input from the Contract Specialist, the Contractor's self-evaluation, and any other information deemed relevant by the Contracting Officer. The PCO shall address disagreements between the TOM's recommendations and the Contractor's assessment. The PCO determination is unilateral and final. The PCO will document the determination and provide a copy to the contractor.
2. Subsequent Evaluations – All subsequent evaluations begin twelve months from the initiation of the proceeding evaluation. The process will follow exactly as described above for the first evaluation period. The Contractor will initiate the process by submitting the self-evaluation exactly 12 months from the date of submission for the previous evaluation period.
3. Interim Evaluation – The TOM can provide feedback to the PCO at anytime during the period of performance. The PCO will provide this feedback to the Contractor upon receiving it, if the feedback indicates that the Contractor is not meeting the acceptable performance standards as defined herein.
4. Degradation of Performance - If following a favorable evaluation, the Government experiences a serious degradation in the overall quality of performance, the PCO has the unilateral right to repeat the evaluation process during the remaining period of performance.

8. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on a annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

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

TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(b) Performance Objectives: The following table (TABLE 2) details how the performance objectives apply to performance under this order.

TABLE 2: OBJECTIVES

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	All measurement areas rated at least "Satisfactory".	After the first six months using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an Option 1.*
Option I:	All measurement areas rated at least "Satisfactory".	Annually using the QASP evaluation ratings covering the previous 12 months; annually using the CPARS system covering the option POP.	(+) Meet the acceptable performance definition as a condition for exercise of an Option. 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of an Option. 2.*
Option II:	All measurement areas rated at least "Satisfactory". Two or more measurements rated as "Excellent".	Annually using the QASP evaluation ratings covering the previous 12 months; annually using the CPARS system covering the option POP.	(+) Meet the acceptable performance definition as a condition for exercise of an Option 3.* (-) Does not meet the acceptable performance definition as a condition for exercise of an Option 3.*
Option III:	All measurement areas rated at least "Satisfactory". Two or more areas rated "Excellent".	Annually using the QASP evaluation ratings covering the previous 12 months; annually using the CPARS system covering the option POP.	(+) Meet the acceptable performance definition as a condition for exercise of an Option 4.* (-) Does not meet the acceptable performance definition as a condition for exercise of an Option 4.*

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Option IV:	All measurement areas rated at least "Satisfactory". Two or more areas rated "Excellent".	Annually using the QASP evaluation ratings covering the previous 12 months; annually using the CPARS system covering the option POP.	Final CPARS ratings.
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* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria: The Contractor's performance will be evaluated in the following areas:

**TECHNICAL
STAFFING
MANAGEMENT
COST**

The criteria and standards for each of these areas is described in Table 3A through Table 6. These tables provide the specific performance objectives, standards, acceptable quality levels (AQLs) and monitoring methods that will be used by the Government to assess the quality of the Contractor's performance on this task order.

TECHNICAL PERFORMANCE

TABLE 3A: TECHNICAL PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 3B.	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 3B.	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 3B.

TABLE 3B: PERFORMANCE REQUIREMENTS SUMMARY TABLE (work area section number synonymous with Performance Work Statement section number)

Task Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
<u>1</u>	Prepare, analyze, review revise, manage, and make recommendations to Weapon System engineering and test documentation.	Documents are technically accurate and grammatically correct. Reports, studies, and their revisions are delivered IAW agreed upon schedules.	Revisions and/or corrections to technical documentation including technical reports, and studies require no more than two (2) review/comment/approval cycles to meet acceptance.	Government oversight - review/comment/approval of each document.
<u>2</u>	Prepare test documentation and	Test preparation and actual events	Test procedures require no more than	Government oversight - review/comment/approval

	conduct developmental and system level test events.	are conducted within scheduled time and all test objectives are met. Test reports completed on time IAW government requirements for schedule, content, and format.	one (1) revision. Test conducted are completed within Government-provided schedule. All test requirements evaluated for each event.	of each test strategy, test conduct, and subsequent test report
<u>3</u>	Support all GTS Depot functions.	Repairs and customer support tasks are completed within scheduled time and all objectives are met.	Repairs and customer support are completed in a timely manner with no impact to the mission.	Government verification of each task.
<u>4</u>	Prepare laboratory test support data and appropriate training materials	Data is provided according to agreed upon schedules.	Revisions and/or corrections to documentation require no more than two (2) review/comment/approval cycles to meet acceptance.	Government oversight - review/comment/approval of each document.
<u>5</u>	Support government system and software process improvement	Data is provided according to agreed upon schedules.	Revisions and/or corrections to documentation require no more than two (2) review/comment/approval cycles to meet acceptance.	Government oversight - review/comment/approval of each document.
<u>6</u>	Maintain metrics as established by the WCS program	Data is provided according to agreed upon schedules.	Revisions and/or corrections to documentation require no more than two (2) review/comment/approval cycles to meet acceptance.	Government oversight - review/comment/approval of each document.

STAFFING PERFORMANCE

TABLE 4: TASK ORDER STAFFING PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	Unsatisfactory	Satisfactory	Excellent
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly. Fails to meet AQL defined below.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed without any adverse impact on performance. New and/or substitute resumes submitted IAW Task	Contractor consistently provides personnel who exceed qualifications to the benefit of the government. There are no lapses in coverage. New and/or substitute resumes submitted

		Order requirements. Table of Approved Personnel is accurate and timely. Personnel work products are fully consistent with resume qualifications. Qualified staff provided when needed.	IAW Task Order requirements. Table of Approved Personnel is accurate and timely. Personnel work products are fully consistent with resume qualifications. Qualified staff provided when needed.
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MANAGEMENT PERFORMANCE

TABLE 5: TASK ORDER MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

COST PERFORMANCE

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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Invoicing	Invoices are generally late and/or contain errors. Differences between invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to government questions in a timely manner.	Invoices are timely (no more than three weeks after the end date of the period being invoiced); are accurate with respect to both amounts and ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner.	Invoices are timely (no more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to government questions and takes prompt action to resolve any issues. .
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9. KEY LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the SOW, the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the SOW.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

10. KEY PERSONNEL

The following labor categories represent the Key Personnel required to accomplish the Statement of Work tasking:

MANAGEMENT

Program Manager

SYSTEM TESTING

Project Lead
Senior Systems Engineer
Systems Engineer
Technician
Junior Engineer

DEPOT SUPPORT

Depot Technician

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***Key personnel, other than the Program Manager, must be proposed to work up to 90% on-site at NSWCCD in the laboratories.**

11. KEY PERSONNEL DESIRED QUALIFICATIONS

The following are the desired qualifications for the Key Personnel labor categories based on the above definitions:

1. Program Manager - 5 years of GENERAL SYSTEM TEST EXPERIENCE (defined below), 5 years of GENERAL SENIOR SYSTEM TEST EXPERIENCE (defined below), 10 years of SPECIALIZED PROGRAM MANAGEMENT EXPERIENCE (defined below).
2. Project Lead - 5 years of GENERAL SYSTEM TEST EXPERIENCE (defined below), 5 years of GENERAL SENIOR SYSTEM TEST EXPERIENCE (defined below), 5 years of SPECIALIZED PROGRAM MANAGEMENT EXPERIENCE (defined below), 5 years SPECIALIZED SYSTEM TEST EXPERIENCE (defined below).
3. Senior Systems Engineer - 10 years of GENERAL SYSTEM TEST EXPERIENCE (defined below), 10 years of GENERAL SENIOR SYSTEM TEST EXPERIENCE (defined below), 5 years SPECIALIZED SYSTEM TEST EXPERIENCE (defined below).
4. Systems Engineer - 5 years of GENERAL SYSTEM TEST EXPERIENCE (defined below), 3 years SPECIALIZED SYSTEM TEST EXPERIENCE (defined below).
5. Technician - 3 years of SPECIALIZED TECHNICAL EXPERIENCE (defined below).
6. Junior Engineer - 3 years of GENERAL ENGINEERING EXPERIENCE (defined below).
7. Depot Technician – Five years of GENERAL DEPOT EXPERIENCE (defined below) and three years of SPECIALIZED DEPOT EXPERIENCE (defined below).

12. EXPERIENCE DEFINITIONS

Definitions of terms used in paragraph 11 above are provided below.

1. **GENERAL SYSTEM TEST EXPERIENCE** - System engineering or System Test experience in real time Weapon Systems development or evaluation activities is essential. Examples include: experience performing: 1) system engineering, or 2) test and evaluation. Familiarization with test and evaluation strategies, quality assurance techniques and engineering tools. Examples include: tools to perform requirements traceability is desired. Familiarization with various levels of testing. Examples include: unit testing, integration testing, functional level testing, and system level testing of **real time** software systems is desired. Familiarization with the use of simulations in a test environment to generate a sufficient volume of test input data and to stress the system under test and familiarization with or an appreciation of automated test techniques is also desired. Experience and training on approaches and methods for testing large embedded software systems. Understanding of concepts related to system performance testing and methods of system test design that improves the processes of system testing.
2. **SPECIALIZED SYSTEM TEST EXPERIENCE** - System or software test experience is desired for a large, real time software intensive system. Examples include: Tactical Tomahawk WCS (TTWCS), Submarine Combat Control System, or TOMAHAWK All-Up-Round, TOMAHAWK Guidance Test Set (GTS), AEGIS, or Global Command and Control System – Maritime (GCCS-M). Experience performing test activities. Examples include: 1) test planning, conduct, and reporting, 2) test case development, 3) unit level testing, 4) functional level testing, 5) software integration testing, or 6) system level testing is desired. Familiarization with TOMAHAWK test methodologies, test tools and simulations is desired.
3. **GENERAL SENIOR SYSTEM TEST EXPERIENCE** - Familiarization with statistical analysis of data is desired. Experience with process development, management, and implementation is desired (such as the Software Engineering Institutes Capability Maturity Model Integration process).
4. **SPECIALIZED PROGRAM MANAGEMENT EXPERIENCE** - Demonstrated ability to manage large (20 or more persons) engineering projects including ability to plan, develop schedules, organize and control tasking and to

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coordinate with the team members and government sponsors to accomplish assigned tasks. Demonstrated ability to get tasks accomplished with a team of people within cost and schedule constraints.

5. **SPECIALIZED TECHNICAL EXPERIENCE** - Experience is desired in the set-up for testing and/or operation of any variant of the Tomahawk Weapon Control System or other surface or subsurface Naval tactical and/or communications system is essential. This experience is to include verifying proper equipment configuration for testing/operations, verifying that test/tactical material. Examples include: disks and tapes are available for testing/operations, maintaining disks for testing/operations, and performing data entry related to testing/operations.

6. **GENERAL ENGINEERING EXPERIENCE** - Engineering, computer science, physics, mathematics or other related technical field experience in systems development, statistical analysis of data, modeling and simulation techniques, quality assurance techniques, or related disciplines is essential. Understanding of concepts related to system performance testing and methods of system test design that improves the processes of system testing.

7. **GENERAL DEPOT EXPERIENCE** – General maintenance and/or repair experience in computer based electro-mechanical equipment is essential. Examples of applicable experience are: 1) analyzing circuit card assemblies to identify problems at the component level, 2) reading and interpreting wiring diagrams and schematics, 3) working with electrical diagnostic tools such as volt meters and oscilloscopes, 4) following existing procedures for testing the Guidance Test Set (GTS) at the component, chassis, or system level, and 5) use the internet to find data on Commercial Off The Shelf (COTS) material. Depot personnel are expected to provide input to improving depot maintenance processes.

8. **SPECIALIZED DEPOT EXPERIENCE** - Specific maintenance and/or repair experience in computer based electro-mechanical test equipment is desired. Examples of applicable experience include: 1) the ability to solder multi-layer circuit cards, cables, and connectors, 2) J-STD001 Level 3 certification, 3) experience building cables and/or analyzing problems associated with cables, 4) repair older lap top computers (circa 1995), 5) be trained to operate the BLK III and BLK IV GTS, 6) experience with Fluke 87 series digital Multi-meter, Fluke 199C scope meter, Fluke1520E megohmmeter, and Tektronix 3054 Oscilloscope, and 7) Tomahawk experience.

NOTE: The qualifications described herein are considered highly desirable prerequisites to meet the experience level of the respective labor categories. Failure to meet any of the following qualifications will not disqualify the offeror, but will result in a lower score in the personnel evaluation process. Exceeding any of the qualifications will result in a higher score in the personnel evaluation process. (After the contract is consummated, the qualifications will be interpreted as mandatory vice desirable relative to qualifying new persons to be added to the contract.)

Ddl-H11 CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) 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

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

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

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

(f) Requests for post award approval of replacement key personnel should be submitted via email. Email submissions shall be made simultaneously to the Contract Specialist, the Task Order Manager (TOM) and the Technical Assistant (TA). Electronic notification via email from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Post Award. It is desired that resumes be submitted in the format required below. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with the person being replaced, or the labor category requirements if the resume is for additional person.

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

(c) 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.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall include, at a minimum, the following information:

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

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(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail prescribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

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.

13. SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

Annual Labor Escalation: (to be identified at time of award).

Maximum Pass-Thru Rate: (to be identified at time of award)

Fixed Fee: (to be identified at time of award).

Other: (to be identified by the offeror)

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime

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contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (TI) (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52/224-2 PRIVACY ACT (APR 1984)

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING & CERTIFICATION (JAN 2008)

CLAUSES INCORPORATED BY FULL TEXT:

52.217-9 – OPTION TO EXTEND THE TERM OF THE ORDER (MAR 2000)

(a) The government may extend the term of this order by unilateral modifications provided that the Government gives the contractor a preliminary notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

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

SUBCONTRACTORS/CONSULTANTS

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

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

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

(3) Impact on subcontracting goals, and

(4) Impact on providing the support at the contracted value.

(b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed. Additionally, in accordance with FAR 16.104(h), all T&M contract arrangements will require the contractor to have a DCAA approved Accounting System.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL) (10 pages)

Attachment J.1 - DD 254, Contract Security Classification Specification (3 pages)

Attachment J.2- Cost Summary Format

Attachment J.3- Supporting Cost Data

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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>

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF), Term type, Task Order. The resultant order will have a Base Period of twelve (12) months, plus options, for a total of sixty (60) months, if all options are exercised. See Section F, Deliveries or Performance.

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. 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; and (5) 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 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.

(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.

NOTE – OCI Certification/Mitigation Plan is one of the Mandatory Requirement in Section H.

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

This clause is included in the solicitation for 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 that results from this solicitation to the responsible offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.

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- (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 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, TASK ORDER PROCESS, the Government may contact any or 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. 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 schedule risk.
- (9) Task Order award shall be made in accordance with clause H-5, TASK ORDER PROCESS.

ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1.0 GENERAL

1.1 QUESTIONS - 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 (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions shall be submitted via the SEAPORT-e Portal within sixteen (16) calendar days after issuance of this solicitation.

1.2 START DATE FOR USE IN COST PROPOSAL - In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract award date of and performance start date of **1 August 2010**. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the Task Order award document.

1.3 PROPOSED KEY PERSONNEL - Key personnel, other than the Program Manager, shall be proposed to work up to 90% on-site at NSWCDD laboratories.

2.0 SUBMISSION OF OFFERS

2.1 Proposals must be submitted electronically, via the SEAPORT-e Portal in order to be submitted for award. Subcontractor/consultant proposal detail shall also be submitted via the SEAPORT-e Portal. Subcontractors or consultants not possessing a DUNS number and CAGE code shall transmit their cost proposal in an appropriately password protected manner to their respective prime contractor for inclusion within the prime contractor's proposal submission package within the SeaPort-e Vendor Site. Subcontractors and consultants submitting their password protected cost proposals through the prime contractor in this manner shall ensure that the applicable passwords are communicated to the Contract Specialist at kevin.m.quinn2@navy.mil; with a copy to amy.t.richards@navy.mil.

2.2 Offerors must comply with the instructions for content for the proposals; proposals that do not comply may be

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considered non-responsive and may render the Offeror ineligible for award. Proposals shall be limited to the content requested.

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

- submissions shall be clearly legible and on 8.5 X 11 inch paper,
- all files shall be compatible with Microsoft Office Suite,
- Adobe (.pdf) files are allowable for documents containing original signatures,
- Cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension “.xls”,
- all spreadsheets provided SHALL INCLUDE ALL CALCULATIONS IN THE CELLS (i.e. show formulas) REVIEWER MUST BE ABLE TO RECOGNIZE WHAT CELLS ARE INVOLVED IN CLACULATING RESULTS.
- the spreadsheets shall be formatted for printing such that all data is in a type size no smaller than 9 characters per inch.

3.0 PROPOSAL SECTIONS

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

3.1.1 Cover Letter: The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and shall acknowledge that it transmits an offer in response to the solicitation. It shall state proposal validity through **1 August 2010**.

3.1.2 Section B – Complete all pricing in the portal (including est. cost and fixed fee) in **WHOLE DOLLARS** only.

3.1.3 Section G – Complete LOE, separately identifying compensated and uncompensated hours (inclusive of prime, subcontractors, and consultants). This may be addressed as a separate section in the Cost Proposal.

3.1.4 Section H – Mandatory Requirements: Address how each of the mandatory requirements is met. Savings Initiatives - Identify proposed savings initiatives for the effort.

3.1.5 Section K – See information contained in Section K of this solicitation.

3.2 ORAL PRESENTATION

3.2.1 DETAILED INSTRUCTIONS FOR ORAL PRESENTATION

..(1) Offerors whose written materials (Section H minimum requirements, resumes, and past performance), as well as Oral Presentation slides, clearly show that the offeror does not stand a reasonable chance of award, will not be invited to make an Oral Presentation.

..(2) Offerors shall make an unclassified oral presentation to demonstrate their technical and management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session shall constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

..(3) Slides - The offeror shall make the oral presentation from electronic media (i.e. Microsoft Power Point). Slides used during the actual presentation shall be the same slides submitted with the offer; no changes will be allowed.

3.2.2 GENERAL PRESENTATION REQUIREMENTS

..(1) The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Government’s requirement, has the technical capability and competence to fully perform the requirements described in the PWS and has the resources and expertise to successfully carry out a

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contract of this type. This shall be demonstrated by the offeror's responses to the topic areas identified in the PWS and the technical scenario identified in subparagraph 3.2.5(.2). Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

..(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to the areas identified in the PWS and the technical scenario below should not be included. Written textual material intended to supplement the presentation should not be included and will not be evaluated. General statements such as "the offeror understands", "will comply with the PWS", "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the PWS are considered inadequate. The presentation 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.

3.2.3 SCHEDULING ORAL PRESENTATION

..(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, by e-mail, at kevin.m.quinn2@navy.mil not later than . An information copy shall also be sent to the Contracting Officer at amy.t.richards@navy.mil.

..(2) Oral Presentations are currently planned to begin **15 March 2010**. The order of presentation will be determined by random drawing by the Contracting Officer. The Government plans to notify offerors of the date, time and location of the Oral Presentation by **12 March 2010**. The Government reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

..(3) The Oral Presentation shall not exceed 3.0 hours in length. Breaks (2 breaks of 15 minutes each) will be allowed as shown below. Breaks will not be included in the 3.0-hour limitation for the Oral Presentation. The presentation will be followed by an approximately 1.5 hour break and then a Question and Answer session. The oral presentation will be made in the Government's facility at NSWCDL, Dahlgren, Va. The Offeror shall be responsible for furnishing all equipment (except the screen) for making the presentation. The presentation shall be provided in Power Point format on a CD-ROM. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0800 Presentation room opens
0830 Presentation begins
2 breaks, each fifteen minutes, called by presenter
1200 Presentation ends, break begins
1330 Questions and Answer period begins

3.2.4 RULES FOR THE ORAL PRESENTATION

..(1) The 3.0 hour time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break (s) are adjustable. The offeror is responsible for keeping track of the remaining time.

..(2) There is no limit to the number of slides in the Oral Presentation; however, **only those slides presented will be considered for evaluation purposes. Any slides not presented will be discarded and not evaluated.** Video is not permitted.

..(3) Offerors are limited to the use of pre-prepared slides only. The slides shall be consecutively numbered.

..(4) Presenters shall be Key Personnel whose resumes are included in the written Technical Proposal and shall include the proposed Task Order Program Manager. It's expected that the presenter(s) will be those senior level personnel who will provide overall technical leadership during actual performance. The offeror is encouraged to have proposed subcontractor personnel participate, if applicable. It is, however, expected that the proportion of the technical understanding portion of the oral presentation delivered by subcontractor/consultant personnel will be roughly the same as the proportion of the effort proposed/priced for that subcontractor. The proposed Task Order Program Manager shall deliver a portion of the presentation. The same presenters shall be present for the Question

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and Answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent Question and Answer session and will make no verbal, written, or other contact with the presenters during the presentation. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the proposal. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session. Offerors are solely responsible for submitting Visit Requests upon notification of the presentation schedule, a point of contact will be provided.

..(5) The presentation will not be recorded. Neither the Government nor the offeror will videotape or use audio or video recording devices of any kind.

..(6) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation with the **exception of Mandatory Requirements.**

..(7) The Government will not ask questions during the three (3) hour Oral Presentation; however, questions will be asked during the question and answer session.

..(8) The Government will not inform offerors of their strengths, deficiencies or weaknesses during the presentation or the subsequent question and answer session.

..(9) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.

3.2.5 ORGANIZATION AND MINIMUM CONTENT OF THE ORAL PRESENTATION – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into the following components.

..(1) **Mandatory Requirements** The offeror shall demonstrate how it meets the mandatory requirements noted in Section H of solicitation.

..(2) **Technical Understanding/Capability/Approach** The offeror shall demonstrate his understanding of the PWS, as well as his technical approach and capability to accomplish tasking under the PWS by addressing the below scenario and the PWS.

System Test Contract Scenario

Background – NSWCDD Weapons System Qualifications Branch (K74) has the responsibility to perform system level testing for the Tactical TOMAHAWK Weapons Control System (TTWCS) for US Surface, SSGN submarines, and UK submarines. The system testing is performed for currently deployed Tomahawk baselines as well as new software baselines that are being developed for deployment. In this capacity the system test organization provides testing support for near-term tasking and for the baseline upgrades of the respective TOMAHAWK systems. The test organization will be invited to Preliminary Design Reviews (PDR), Critical Design Reviews (CDR), and functional capability reviews as the program evolves.

Scenario definition:

The system test organization has been tasked to develop a test set for a New Ship Class (NSC) version of a Tomahawk weapons control system. The NSC will have a Master Weapons Command and Control Center (MWCCC) which will control all weapon systems on the platform. The Tactical Tomahawk Weapon Control System (TTWCS) will interface with MWCCC and with the Tomahawk Command and Control System (TC2S) over a services-oriented architecture. The NSC will have a new launcher which will be under the control of MWCCC. TTWCS will request control of the launcher from MWCCC to power up and launch missiles and will interface with the launcher over the services-oriented architecture. The only serial interface in the NSC will be the MK-82 missile data interface to the Tactical Tomahawk missiles. The MK-82 TACTOM missile interface will be provided by the launcher.

The NSC hardware and the software build will be integrated into the existing common hardware and software build of Tactical Tomahawk Weapon Control System (TTWCS). The common build will be software that can be installed and executed on multiple platform configurations with minimal modifications during system installation. The number of

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platforms in the system development effort is five, including the NSC platform.

In the common build there are requirements that are allocated to all platforms under test as well as other requirements that are allocated to only a single platform. The common build software will be upgraded with new capabilities and developed in several increments with each increment having more system functionality than the previous increment. There are four increments in the system development effort. Common software build increment three will contain all the software changes that are unique to the NSC. In addition to increased functional capability in each increment, problems that were discovered in previous incremental testing will be resolved and tested in a subsequent increment. The time frame for the completion of the test plan, test case development, test execution and reporting is 2 1/2 years with a 3-week test execution for each increment and a 3-month execution period for the final software increment that includes all system functionality. The final software increment is the last of the four identified for the development of the system and supports all five platforms, including the NSC. Increments will be delivered in six month intervals after CDR. The reporting time period for the given effort is two-weeks for the first three increments and four weeks for the final increment. Quick look reports will be required for each incremental test period. Each of the incremental test periods will be required to have a test readiness review with program managers and the program sponsor.

The test cases shall be comprised of, but not limited to, functional level tests to verify requirements in various system interface specifications and overall system requirements as defined in the system segment specification, stress test cases to determine if the developed system can operate at pre-determined communications rates, storage capacities and timing relevant actions to include execution of maximum salvo tests, and operational level test cases that employ the use of the current tactical guidance for the fleet (Operational Task, Operational Task Supplement, and the Navy Tactics, Techniques and Procedures (NTTP) document generated for the FRU and the Tactical Command and Control nodes). The test team (comprised of government and contractor personnel) is responsible for generating the test plans for the identified testing, developing the test cases for the test effort, execution of the developed test cases, the data collection and analysis of the test cases, and the test report for the test effort.

The test reporting should include pass/fail status for the given system segment specification requirements. The test reporting process must include the methodology for determining the pass/fail status of the requirements allocated for verification by the system test team.

- The presentation shall address the following items:
 - The offerors understanding of the System Test process in order to adequately test the NSC integration into the common TTWCS build.
 - The proposed technical efforts across the SOW and their direct application to the NSC integration into the common TTWCS build.
 - The major milestones, reviews and other meetings associated with the NSC integration into the common TTWCS build, including the assignment of staff and delivery of products.
 - The proposed management and technical efforts associated with the coordination of contractor efforts to ensure effective communications and utilization of resources across the contractor team.
 - The proposed management and technical efforts related to the coordination of these efforts with TOMAHAWK System Test technical and management staff to ensure efforts are comprehensively planned, effectively executed, and adequately monitored.

PWS

In addition to addressing the above scenario, each offeror shall address their approach to supporting all areas described in the PWS.

..(3) **Staffing** The offeror shall provide a matrix demonstrating how the proposed personnel shall support areas described in the PWS with their workyear allocation. The Offeror shall propose a cost effective, integrated approach to staffing this requirement. The following information shall be graphically displayed:

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Proposed individual's name
Proposed Contract Labor Category
Employer, Company Labor category & current work location
Percent Available under resultant task order
Security Clearance Level
Professional Development/Degree(s)/Certificates
Years of Experience by Contract Labor Category
Section(s) of the PWS proposed to support, including primary work location
Section(s) of the PWS in which named individual possess experience
Key person on another contract? (Yes or No) If yes, provide the Contract Number(s) and the percentage of time obligated under each contract
Indicate if the individual is a Key Person/Resume submitted
Resume Page Number

Note 1: In the event that a Contractor has not identified a firm candidate for proposed positions, said positions shall be addressed by including the word "Pending" in lieu of an individual's name.

Note 2: A copy of a signed offer letter indicating acceptance by the individual shall be provided in the written proposal for each contingent hire.

Note 3: Contractor submitting a proposal under subject solicitation should attempt to minimize the number of proposed labor category personnel positions for which candidates have not been identified. From a U.S. Government proposal evaluation perspective, proposal risk in terms of "Technical Capability" and "Cost Realism" would be expected to increase when firm candidates have not been identified for proposed labor category personnel positions, when signed offer letters have not been provided for contingent hires and when the names in the staffing matrix do not match the names in the cost proposal.

..(4) Management Capability - The offeror shall demonstrate their management capability in the following areas:

a. Management Plan

This element is intended to address items such as the following: Overall management approach, goals and objectives, organizational structure, and the location and visibility of this effort within the offeror's corporate organization, corporate resources to be applied to this requirement, liaison with the TOM/TAs/Contracting Office. Since multiple work sites will be used, the offeror shall explain how the work is integrated and managed. Provide an organization chart and show the location of each person proposed. Separately describe the specific planned responsibilities (both technical and management (if applicable)) for each proposed Key Person. This is intended to consist of more than functional job titles.

b. Start-Up Plan

Since this is a follow-on services contract, transition is considered very important. Of specific interest are the areas of personnel and work product quality. Offerors should describe their intended mode of establishing management and project staffs, creating interfaces for technical and contract administration and taking responsibility for support of current programs without discontinuity of work flow or loss of integrity of the program's current operation. Offers should also identify any services, support or other items that will be required from the Government to facilitate the transition. The Start-Up plan shall be consistent with the offeror's technical presentation and cost proposal, as well as the facilities and personnel staffing portions of the proposal.

c. Quality, Delivery, and Cost - Control, Tracking, and Reporting

The offeror shall present its internal control procedures for controlling the quality and timeliness of contract services and deliverables, including those prepared by subcontractors/consultants. This includes the process for generating accurate and timely progress reports, invoices and semi-annual IPRs. The offeror shall explain its cost control, tracking, and reporting system and how it will be used to minimize direct costs and control indirect costs. In addition, the overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar, etc.) and responsiveness to solicitation requirements.

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d. Personnel Recruitment/Retention/Skills Improvement

The offeror shall discuss the steps and practices it uses to locate, train, and retain highly qualified personnel, including the process for tracking and maintaining certifications, such as Information Assurance. The offeror shall present its personnel augmentation plan, which will respond to work load fluctuations, and replace key and non-key personnel. The contractor shall describe the number, location, and function of their indirect charge support personnel. If support personnel are proposed for direct charge, the function of these personnel will also be discussed. The offeror shall discuss its history of recruitment and retention and relate its current personnel practices to the success or failure of their past personnel practices. The offeror shall discuss its security procedures and how it will provide adequate numbers of cleared personnel to perform the contract.

e. Subcontracting & Resources

If subcontracting or teaming is proposed, the offeror shall state the specific portions of the PWS that each subcontractor or team member will perform. The offeror shall address the reason(s) for selecting each subcontractor/team member and any previous working relationships. Also address how the subcontracting proposed for this Task Order compares with the subcontracting requirements in the offeror's SeaPort-e contract. The offeror shall describe the buildings (including security classification), equipment, software, and communications facilities that will be applied to the contract and describe how these resources support the PWS.

Note - Personal Services: It is very important that the contractor avoid even the appearance of providing personal services. Personal services are defined in FAR Part 37.104. The acquisition of personal services is NOT within the scope of this Task Order. (i) Offerors shall demonstrate their understanding of the rules/regulations dealing with the avoidance of personal services and their approach to ensure that none of the services provided under the contract, including those provided by subcontractors/ consultants (if applicable), are personal in nature. Specific details shall be provided. (ii) Discuss the specific management and supervisory controls that will be implemented over personnel who will be performing on-site in Government spaces.

4.0 REQUIREMENTS FOR WRITTEN TECHNICAL PROPOSAL

The written technical proposal shall consist of the following items:

4.1 CONTRACT MANDATORY REQUIREMENTS

The contractor shall address his ability to meet (or plans for meeting at time of award) each of the contract mandatory requirements as discussed in Section H, Contract Mandatory Requirements.

4.2 KEY PERSONNEL

The offeror shall demonstrate their workforce/staffing capability in the following areas:

Resumes shall be provided for Key Personnel that best demonstrate the offeror's ability for successfully meeting the requirements of this Task Order. In order to facilitate proposal evaluation, resumes shall be submitted with the level of detail described in Section H. Resumes for the following minimum number of Full-Time Equivalents (FTE) are required. If an individual is proposed less than the identified FTE noted below, additional resume(s) are required to meet the following FTE requirements. The individual proposed to be the Program Manager shall be clearly identified. Offerors shall not exceed the number of FTE resumes shown below.

Task Order Labor Category Number of FTE Resumes

Task Order Labor Category	# of FTE Resumes
Program Manager	0.5
Project Lead	1
Senior Systems Engineer	2
Systems Engineer	3
Technician	1

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Junior Engineer	2
Depot Technician	2
Total Key Resumes	11.5

4.3 SUBCONTRACTING/TEAMING/CONSULTING

A copy of any subcontracting/teaming/consulting agreements proposed to fulfill any direct charged part of the contract 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, type of contract arrangement (FFP, CPFF, etc.) 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. If subcontractors/consultants/advisors are not included in the cost proposal they should not be referenced in any part of the proposal, including the oral presentation.

4.4 PAST PERFORMANCE

Offerors shall provide past performance references for the prime contractor that reflects recent relevant experience performed within the last three years, and one past performance reference for each subcontractor that reflects recent relevant experience performed within the last three years. Include the following items:

- Contract/Task Order number
- Contract type
- Program name
- Total contract value
- Brief description of work performed and how the work is relevant to this task. Bullet format is preferred for this information.
- Valid names and telephone numbers and e-mails for the Procuring Contracting Officer (PCO) and Contracting Officer's Representative (COR).

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 references other than those provided by the offeror.

4.5 SUBCONTRACTING GOALS

Subcontracting Goals. Offerors shall address how the goals entered into the portal for this task order align with the goals in your basic contract.

4.6. STAFFING PLAN

The offeror shall provide a matrix demonstrating how the proposed personnel shall support areas described in the PWS with their workyear allocation. The Offeror shall propose a cost effective, integrated approach to staffing this requirement. The following information shall be graphically displayed:

Proposed individual's name
Proposed Contract Labor Category
Employer, Company Labor category & current work location
Percent Available under resultant task order
Security Clearance Level
Professional Development/Degree(s)/Certificates
Years of Experience by Contract Labor Category
Section(s) of the PWS proposed to support, including primary work location
Section(s) of the PWS in which named individual possess experience
Key person on another contract? (Yes or No) If yes, provide the Contract Number(s) and the percentage of time obligated under each contract
Indicate if the individual is a Key Person/Resume submitted
Resume Page Number

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Note 1: In the event that a Contractor has not identified a firm candidate for proposed positions, said positions shall be addressed by including the word "Pending" in lieu of an individual's name.

Note 2: A copy of a signed offer letter indicating acceptance by the individual shall be provided in the written proposal for each contingent hire.

Note 3: Contractor submitting a proposal under subject solicitation should attempt to minimize the number of proposed labor category personnel positions for which candidates have not been identified. From a U.S. Government proposal evaluation perspective, proposal risk in terms of "Technical Capability" and "Cost Realism" would be expected to increase when firm candidates have not been identified for proposed labor category personnel positions, when signed offer letters have not been provided for contingent hires and when the names in the staffing matrix do not match the names in the cost proposal.

5.0 WRITTEN COST PROPOSAL REQUIREMENTS

No technical information shall be submitted as part of the Cost Proposal. **THE REQUIREMENTS OF THIS SECTION APPLY EQUALLY TO THE OFFEROR AND ANY PROPOSED SUBCONTRACTORS REGARDLESS OF SUBCONTRACT TYPE.** The cost data shall be organized as follows. All pages shall be numbered an a table of contents provided.

5.1 COST SUMMARY.

Provide cost summary information in the format of RFP Attachment J.2, Cost Summary Format. The cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension “.xls”; spreadsheets provided shall included all calculations in the cells; when printed, the cost proposal shall be divided such that the type size is no smaller than 9 characters per inch; and the proposal shall reflect whole dollars only.

5.2 DIRECT LABOR

The Table provided below provides the estimated composition of the annual FTEs by labor category for bidding purposes:

Task Order Labor Category	Base	Option 1	Option 2	Option 3	Option 4
Project Lead	1	1	1	1	1
Senior Systems Engineer	4	4	4	4	4
Systems Engineer	7	7	7	7	7
Technician	4	4	4	4	4
Junior Engineer	5	5	5	5	5
Depot Technician	3	3	3	3	3
Program Manager	.5	.5	.5	.5	.5
Total Technical FTEs	24.5	24.5	24.5	24.5	24.5

5.2.1 Direct Labor Notes

..(1) The Total Technical Task Order FTEs identified above for pricing purposes refer to labor categories required to execute the technical aspects of the Statement of Work. Other corporate and local-level management as well as general and administrative support to include administrative/clerical, program control, and contract business management/ administration (to include progress report preparation) are considered to be overhead in nature except for those oversight or administrative functions performed by the prime contractor's proposed Program Manager. The offeror is, however, permitted to propose such effort as a direct charge if it is in accordance with his standard DCAA-approved practice to do so. Such hours SHALL BE ADDED to the total number of technical hours proposed. If general and administrative support is not proposed it will NOT be allowed as a direct charge under the resulting task order. This requirement applies equally to the prime and any subcontractor(s), if applicable.

..(2) At the time of contract award the FTEs/workyears listed in the table above will be converted to labor hours based on 5.4.1(b) stated below and as indicated in Section B, Note 1 Labor Hours.

..(3) The labor hours proposed by subcontractors shall be based on the subcontractor's workyear. Subcontractors

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shall provide the information required by Section 5.4. All labor hours must be appropriate for each team member and supported by three years of historical documentation of the workyear used by each team member.

..(4) Non-Key Labor Categories include: Program Manager, Financial Analyst, and Administration Support.

5.3 OTHER DIRECT COSTS

The Government's **unburdened** estimate for travel and material under this effort is listed below for tasking specified in the PWS. This estimate along with any other ODCs 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 and priced. Primes are to allocate unburdened travel dollars to subcontractors, if the subcontractors are anticipated to travel. 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.** Offerors shall use the following **unburdened** amounts for Travel and Materials.

	<u>Travel</u>	<u>Materials</u>
Base Period	\$ 94,975	\$ 2,500
Option 1	\$ 94,975	\$ 2,500
Option 2	\$ 94,975	\$ 2,500
Option 3	\$ 94,975	\$ 2,500
Option 4	\$ 94,975	\$ 2,500

Government Estimated Travel Requirements

TDY LOCATION	# PERS	# DAYS	# TRIPS*
Washington, DC	1	1	5
San Diego, CA	1	5	4
Valley Forge, PA	1	5	2
Port Hueneme, CA	1	5	3
Newport, RI	1	5	5
Patuxent River, MD	1	1	5
United Kingdom	1	7	2
Wallops Island, VA	1	5	2
Norfolk, VA	1	5	4
Pearl Harbor, HI	1	5	4
Kings Bay, GA	1	5	2
Bremerton, WA	1	5	2
Other	1	5	8
* Trips may be concurrent, requiring extended travel up to 21 days concurrently.			

5.3.1 ODC Definitions

Definition 1: "Travel" is intended to include travel in direct support of Task Order SOW technical objectives such as attendance at exhibits. It does not include travel performed by personnel whose labor is charged to indirect pools or for individuals in the "Management and Support" labor category. If travel for these individuals is to be

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direct charged during performance, it must be added to the above amounts and the basis provided for any amounts added. If no such costs are included, none will be allowed during performance. This applies equally to the offeror and each proposed subcontractor.

Definition 2: "Materials" is intended to cover those items that are required in direct support of the Task Order PWS. It does not include items that the offeror may, as a standard practice, direct charge such as computer usage costs; copying costs; telephone, pager or PDA costs; etc. If an offeror plans to direct charge any of these items, costs must be added to the above amounts and the basis provided for any amounts added. If no such costs are included, none will be allowed during performance. This applies equally to the offeror and each proposed subcontractor.

5.3.2 Frequently, the prime contractor proposes all solicitation-identified travel and ODC dollars as being performed by the prime contractor with the statement that subcontractor/consultant ODC requirements will arise during performance as specific requirements are identified. This approach is **UNACCEPTABLE** for this requirement. If it is anticipated that subcontractors will need to incur items of Other Direct Costs, including travel, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the ODC dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants. In addition, a table shall be included showing the allocation of the government-identified travel and materials dollars across all performers (prime and each subcontractor).

5.4 SUPPORTING COST INFORMATION

The Cost Proposal shall include narrative/tabular data that provides the following. It is the responsibility of the prime contractor to ensure that ALL SUBCONTRACTORS provide information at this same level of detail regardless of the subcontract pricing arrangement. If subcontractors do not comply, this will be viewed as indicative of the prime contractor's inability to control subcontractor performance and could impact the Management Factor evaluation result.

5.4.1 DIRECT LABOR

The Cost Proposal shall reflect actual labor rates expected to be expended in performing the proposed Task Order; e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table similar to the one in Attachment J.3 which shows the following for each named person:

- Current (as of the date of proposal submission) actual hourly rate (based on a 40 hour workweek) and note the effective date of the rate (Month/Year);
- Current decremented hourly rate (if UT/TTA is proposed);
- Task Order Base Period hourly rate. Offerors shall ensure that they accurately escalate current actual rates based on the offerors current approved escalation policy. In addition, provide the method and application on this escalation rate as part of your proposal for each period. This escalation shall be computed from the effective date of the current actual rate and **not** the date of proposal submission.
- Derivation of rates for unnamed or "growth" positions shall be shown in a similar manner.

.....(a) Offerors shall note that it is critical that the Cost Proposal reflect realistic pricing for direct labor costs. If proposed Technical Personnel direct labor rates (both base and escalated) are not evaluated as realistic (both for named and "pending" positions), it may be viewed as a lack of understanding of the technical requirements of this solicitation and the evaluation result for the Technical Understanding factor may be affected. Further, unrealistically priced direct labor may also be viewed as a lack of effective personnel practices to recruit and retain expertise that is critical to the successful performance of this order. The evaluation result for the Management Capability factor may also be impacted.

....(b) The offeror shall provide the following information. Subcontractors shall also provide the same information:

<u>Description</u>	<u>Exempt</u>	<u>Non-Exempt</u>
One year base regular hours	_____	_____
Subtract paid Holidays	_____	_____

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Subtract paid Vacation	_____	_____
Subtract Sick Leave	_____	_____
Subtract Other Leave (e.g. Jury Duty, Military Leave, etc.)	_____	_____
Subtract other indirect hours	_____	_____
Subtotal – Net direct compensated hours	_____	_____
Add Uncompensated/TTA Hours	_____	_____
Total Direct Hours per Workyear	_____	_____

Offerors shall provide the following workyear information in narrative format:

- (i) List of offeror's paid holidays,
- (ii) State the average number of paid vacation days per employee per year,
- (iii) State the average number of sick days per employee per year, and
- (iv) Describe any other factors used to determine direct and indirect labor hours.

(c) If UT/TTA is proposed, offerors shall provide historical data to support the hours listed above. In addition, Uncompensated hours MUST be reflected in Section G, Level of Effort.

(d) If UT/TTA is not proposed, offerors shall provide their compensation policies for any hours worked over 40 in a week by exempt employees.

5.4.2 Additional required information:

..(1) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

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

..(3) Provide a table showing each proposed indirect rate by individual Task Order period. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

..(4) Provide a three-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year even if the rates are considered preliminary and have not yet been submitted to DCAA for audit. Note whether the actuals have been audited by DCAA or any other independent organization. Specifically state which indirect rates have been finalized. Also provide the actual rates experienced to date under the offeror's current fiscal period.

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

..(6) If a formal Forward Pricing Rate Agreement as defined in FAR 15.407-3 has been negotiated, provide a complete copy.

..(7) Provide copies of most recent DCAA correspondence that approves proposed indirect rates.

..(8) List the specific components (accounts) in each proposed indirect pool.

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

5.4.3 Subcontractor/Consultant Costs

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..(1) Note the planned subcontract type and pricing arrangement for each subcontractor. The proposal shall include subcontract cost data in the **SAME LEVEL OF DETAIL** as provided for the offeror and completing Attachment J.2 & J.3. Any subcontracting costs shall be fully supported. The contractor shall submit their proposal in Microsoft Excel format. The detail 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 the subcontractor must be received by the time and date specified for receipt of proposals. Subcontractors are required to provide DCAA branch office for their company, along with the name, phone number, and email address of a DCAA point of contact who is familiar with their company.

..(2) Proposed T&M subcontractors shall provide full disclosure of their labor rate build-up to include separate identification of basic pay, overtime pay (if applicable) and any and all other components of the proposed labor rate (e.g. fringe benefits, overhead, G&A, and fixed fee). In addition, the prime contractor shall note whether they (both the prime and subcontractor) consider the proposed labor rates to be fixed for the entire period of performance or if they are subject to renegotiation following award. All proposed T&M subcontractors must have an approved accounting system.

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

..(4) FAR 15.404-3(b) requires the prime contractor to conduct appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices. These data shall be included in offerors' Cost Proposals. Failure to do so will be interpreted as the prime contractor's lack of expertise in this area and could impact the offeror's overall evaluation result for the Management Capability factor.

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

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

5.4.5 COMPLIANCE MATRIX - Offerors shall provide a compliance matrix that references Cost Proposal contents with the requirements of this Section L. This requirement applies equally to subcontractors.

6.0 SAVINGS INITIATIVES.

The offeror is required to address cost savings initiatives proposed for this Task Order and how these conform to the initiatives included in their basic SeaPort-e contract. The offeror shall address, as a minimum, each area covered by the clause in Section H entitled "SAVINGS INITIATIVES". As part of "B. Volume Discount - Applicable to All Task Orders", include the dollar value funded on all Seaport-e task orders in the prior calendar year.

Volume Discount

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

(1) Funding applied to orders under their respective SeaPort-e contract during the previous calendar year: _____.

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(2) Promised Volume Discount: _____% if SeaPort-e funding received during the previous calendar year exceeded _____.

(b) If the data provided in paragraph (a) above show that a Volume Discount should be applied to this proposal, offerors shall clearly indicate how the discount was applied to all costs including prime contractor labor and ODC costs as well as subcontractor labor and ODC costs. Provide a table or tables showing:

(1) Total bottom line proposed amounts by CLIN; separately showing the discount applied to labor and fixed fee _____

(2) Volume Discount applied _____

(3) % Volume Discount offered _____

7.0 SUBCONTRACTING GOAL ACHIEVEMENT HISTORY

Large business offerors shall note their history with respect to meeting subcontracting goals on other contracts. Include specific contract numbers, goals and actual progress toward meeting the goals. All contracts for which past performance technical references are provided shall be included. Other contracts may also be included.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

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

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

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

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

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

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

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

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

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

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

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a SECRET facility security clearance issued by the Defense Security Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will

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initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification (DD254) which is provided as RFP Attachment J.1.

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SECTION M EVALUATION FACTORS FOR AWARD

1.0 GENERAL INFORMATION

1.1 This Task Order is reserved for only those contractors, which have Zone 2, National Capital Zone, identified in section B of the MAC contract. Proposals from other contractors will not be considered.

1.2 It is the intention of the Navy to award one, term type, Cost-Plus-Fixed-Fee Task Order for this requirement. Attention is directed to contract clause H-5, TASK ORDER PROCESS, Section C, Competitive Ordering Process, 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. This is a performance-based services contract as defined in FAR Part 37.6. Upon award, contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in Section H, Special Contract Requirements, of this solicitation.

1.3 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 offerors, with questions concerning their responses as permitted under FAR Part 16. Further, the Government retains the right, upon evaluation of the written portions of the proposal, including a review of the Oral Presentation slides, to determine that the offeror does not stand a reasonable chance of award. If this be the case, the offeror will not be invited to make an Oral Presentation.

2.0 MANDATORY REQUIREMENTS

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 as eligible for award.

3.0 SOURCE SELECTION FACTORS

Each Offeror shall be evaluated relative to the following:

Factor 1: Technical Understanding/Capability/Approach

Factor 2: Staffing

Factor 3: Past Performance

Factor 4: Management Approach/Capability

Factor 5: Evaluated Cost (not weighted)

Each Offeror meeting the mandatory requirements will be evaluated relative to the following Best Value source selection factors. Proposal factor strengths, weaknesses, deficiencies will be noted. Each proposal will be given an overall rating resulting from the rolled up factor ratings. A rating of Unacceptable in any one factor will result in the entire proposal being deemed unacceptable.

3.1 Relative Importance of the Evaluation Factors:

The source selection factors are listed above in descending order of importance. In addition, Technical Understanding/Capability/Approach factor is slightly more important than the Staffing factor. These two factors are significantly more important than either Management Capability and Past Performance factors. Past Performance is slightly more important than Management Approach/Capability. Although cost is not scored, it will not be ignored. The degree of importance of the Evaluated Cost factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

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Each Offeror shall be evaluated relative to the following:

Factor 1: Technical Understanding/Capability/Approach

The validity and thoroughness of the offeror's presentation, including both the proposed approach for supporting the PWS and the proposed approach to handling the technical scenario described in Section L 3.2.5.(2), will be evaluated as specific evidence of the offeror's understanding and capability to successfully perform the technical requirements of this task order.

Factor 2: Staffing

Evaluation of this factor will be based on both the written Technical proposal and the oral presentations. The proposed Key Personnel resumes as well as the proposed staffing for accomplishing this Task Order and how proposed staff will meet the specific requirements of the Performance Work Statement (PWS) based on the (staffing matrix/plan) required by Section L 3.2.5.(3) will be evaluated. This 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 and degrees/certifications to the technical requirements of the PWS will be assessed using required Personnel/ PWS Allocation Matrix. Resumes are to cover 100% of the key personnel workyears of the Base Period as detailed in Section L 4.2 . All key personnel workyears are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent workyear. In addition to assessing each Key Personnel resume, the entire proposed technical workforce will be assessed for capability to support the PWS with limited ramp-up time.

Factor 3: Past Performance

This factor considers the offeror's past performance ratings. The following will be used to assess past performance: Quality of Products and Services, Timeliness of Performance, Cost Control, Business Relations, and Customer Satisfaction. The offeror's history of subcontracting with small, small disadvantaged, and women-owned small businesses will also be considered.

This factor focuses on relevance of experience to this task and the quality of relevant experience. Experience relative to this task will be assessed by considering aspects such as the following. These do not constitute separately evaluated subfactors: quality of products and services; timeliness of performance; cost control, billings and proposals; business relations; overall customer satisfaction and achievement of subcontracting goals (extent of prior use of small, small disadvantaged, woman-owned, and veteran-owned small businesses as subcontractors). In addition to the sources identified by the offeror, the Government may review Contractor Performance Assessment Reporting System (CPARS) and/or DOD Past Performance Information Retrieval System (PPIRS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in local files and other sources, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. General trends in a contractor's past performance will also be considered. A past performance rating of "Neutral" will be assigned wherever the offeror lacks a record of relevant or available past performance history and there is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

Factor 4: Management Capability

This factor involves the offeror's ability to handle the non-technical aspects of contract performance; its evaluation will be based primarily on the Oral Presentation. Each offeror's presentation will be assessed to determine the feasibility of the proposed management approach to task achievement and the depth of understanding represented by that approach. Overall Management Plan, Start-Up Plan, Quality, Delivery, and Cost - Control, Tracking, and Reporting, Personnel Recruitment/Retention/Skills Improvement and Subcontracting and Resources are considered key elements in management capability assessment.

Factor 5: 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,

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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 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 options will not obligate the Government to exercise the options. Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee for the base and all option 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 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.