

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3121		2. AMENDMENT NO.		3. EFFECTIVE DATE 02/19/2010		4. PURCHASE REQUEST NO. NR-55003	
5. ISSUED BY Jamil S Al-Agba NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 jamil.alagba@navy.mil 360-315-5801				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 03/08/2010 1600 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER		D		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.	
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION				DESCRIPTION			
B		SUPPLIES OR SERVICES AND PRICES/COSTS		H		SPECIAL CONTRACT REQUIREMENTS	
C		DESCRIPTION/SPECS/WORK STATEMENT		I		CONTRACT CLAUSES	
D		PACKAGING AND MARKING		J		LIST OF ATTACHMENTS	
E		INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
F		DELIVERIES OR PERFORMANCE		L		INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
G		CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

1. The requirements addressed within Solicitation No. N00024-10-R-3121 are currently being performed under one contractual vehicle: Contractor: ManTech Systems Engineering Corporation, Contract/Task Order Number: N00178-04-D-4080-0004.

2. For informational purposes only to serve as a reference tool for prospective offerors to better understand the overall magnitude of the effort, for a period of one year there are approximately 9.5 full time equivalents (FTE) estimated (FTE hr/wy = 2080 hrs-80 (Fed Holidays) - 80 (2 wks LA) = 1920. Offerors have the latitude to propose both quantity of labor mix and labor resources in accomplishing the requirements identified within Section C in a high quality, efficient, and cost effective manner.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 1 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

4000	Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review of SSRNM Test Trial Report Documentation, and Program Management in accordance with the Statement of Work (SOW) (O&MN,N)	1.0	Lot		
4100	Option Year One (1) Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship Sonar Performance Measurement, Vulnerability Calculations, SSRNM System Development, Technical Review	1.0	Lot		

SOLICITATION NO.	AMENDMENT NO.	PAGE	FINAL
N00024-10-R-3121		2 of 41	

of SSRNM Test
 Trial Report
 Documentation,
 and Program
 Management in
 accordance with
 the Statement of
 Work (SOW)
 (O&MN,N)
 Option

- | | | |
|------|--|---------|
| 4101 | Option Year One
(1), Option One
(1) SSRNM Range
Equipment
Support: array
development
effort to
include,
installation
planning,
installation, and
validation in
accordance with
the Statement of
Work (SOW).
(O&MN,N)
Option | 1.0 Lot |
| 4200 | Option Year Two
(2) Provide
Personnel and
administration to
support Acoustic
Trial Direction,
Radiated Noise
Measurement,
Analysis and
Reporting,
Database
Management, Fleet
Sonar Self Noise
Analysis, New
Construction Ship
Sonar Performance
Measurement,
Vulnerability
Calculations,
SSRNM System
Development,
Technical Review
of SSRNM Test
Trial Report
Documentation,
and Program
Management in
accordance with
the Statement of
Work (SOW)
(O&MN,N)
Option | 1.0 Lot |
| 4201 | Option Year Two
(2), Option (1)
SSRNM Range | 1.0 Lot |

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 3 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

Equipment
Support: array
development
effort to
include,
installation
planning,
installation, and
validation in
accordance with
the Statement of
Work (SOW).
(O&MN,N)
Option

4300 Option Year Three 1.0 Lot
(3) Provide
Personnel and
administration to
support Acoustic
Trial Direction,
Radiated Noise
Measurement,
Analysis and
Reporting,
Database
Management, Fleet
Sonar Self Noise
Analysis, New
Construction Ship
Sonar Performance
Measurement,
Vulnerability
Calculations,
SSRNM System
Development,
Technical Review
of SSRNM Test
Trial Report
Documentation,
and Program
Management in
accordance with
the Statement of
Work (SOW)
(O&MN,N)
Option

4301 Option Year Three 1.0 Lot
(3), Option One
(1) SSRNM Range
Equipment
Support: array
development
effort to
include,
installation
planning,
installation, and
validation in
accordance with
the Statement of
Work (SOW).
(O&MN,N)
Option

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 4 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Year ODCs and Travel (O&MN,N)		1.0 Lot	
6100	Option Year One- ODCs and Travel (O&MN,N) Option		1.0 Lot	
6101	Option Year One- Array Install, ODCs and Travel (O&MN,N) Option		1.0 Lot	
6200	Option Year Two- ODCs and Travel (O&MN,N) Option		1.0 Lot	
6201	Option Year Two - Array Install, ODCs and Travel (O&MN,N) Option		1.0 Lot	
6300	Option Year Three-ODCs and Travel (O&MN,N) Option		1.0 Lot	
6301	Option Year Three - Array Install, ODCs and Travel (O&MN,N) Option		1.0 Lot	

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Option Year Four (4) Provide Personnel and administration to support Acoustic Trial Direction, Radiated Noise Measurement, Analysis and Reporting, Database Management, Fleet Sonar Self Noise Analysis, New Construction Ship		1.0 Lot			

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 5 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

Sonar Performance
Measurement,
Vulnerability
Calculations,
SSRNM System
Development,
Technical Review
of SSRNM Test
Trial Report
Documentation,
and Program
Management in
accordance with
the Statement of
Work (SOW)
(O&MN,N)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
9000	Option Year Four - ODCs and Travel (O&MN,N) Option	1.0 Lot

1.0 The Offerors shall provide a Cost Summary Format, Attachment 3. The total of the items outlined on Attachment 3, Cost Summary Format, shall equal the total cost of all CLINs. If there is a discrepancy between the totals identified on Attachment 3 and the CLIN prices identified in Section B, the Section B CLIN prices will be held to be the intended proposed prices.

2.0 Note that offerors Other Direct Costs (ODCs) shall include: estimated travel and any other costs that are charged direct (with the exception of labor) as required by the Statement of Work. Offerors shall also include in their ODCs the estimated material costs for each ODC CLIN, as provided in Attachment 10, Estimated Material Costs. Offerors that choose to include estimated material costs different than those identified on Attachment 4 need to provide an explanation as to why the material costs should be different. This item is cost only and is not subject to fee.

3.0 The cost identified by the offeror on the Cost Summary Format, Attachment 3, for each CLIN may be used to unilaterally exercise the optional requirements.

4.0 The Government reserves the right to unilaterally change the CLIN numbering at time of award and exercise of options.

5.0 HQ B-2-0021 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)
This entire contract is cost plus fixed fee.

6.0 HQ B-2-0007: The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

7.0 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

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

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

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

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

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

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 6 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

- (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.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 7 of 41	FINAL
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

Surface Ship Radiated Noise Measurement (SSRNM) tests on Navy surface ships are required to provide a qualitative assessment of the ship's current acoustic signature as compared to the class average. SSRNM is a Fleet Anti-Submarine Warfare (ASW) requirement that must be performed every two years.

1.1 Surface Ship Radiated Noise Measurement

The Contractor shall provide engineering, programmatic and technical support services to support the Surface Ship Radiated Noise Measurement (SSRNM), Fleet Sonar Self Noise (FSSN) and other Navy range acoustic test support programs. The major supported components of this program will include planning, acquisition (collection), reduction, and analysis of ship radiated-, sonar self- and structure borne-noise data; design, operation and maintenance of equipment systems to support operations, and updates of acoustic prediction models based on ships radiated noise data. This work shall include acoustic data acquisition (collection) software design and hardware selection, acoustic characterization of vessels and program assistance to implement short and long term program assessment, cost cycles and analysis, and program documentation.

The specific tasks to be performed in support of the Navy Range Programs (SSRNM / FSSN / Post Construction Acoustic Trials (PCON) / National Oceanic Atmospheric Administration (NOAA) / foreign and commercial vessel measurement programs) are outlined in the subsequent paragraphs. Some services required under specific tasks shall be performed at sea onboard US Navy vessels during the conduct of the testing, approximately fifty (50) at sea occurrences per year are anticipated. Additionally services may be performed at Navy shore based facilities, i.e. Naval Undersea Warfare Center Division Keyport (NUWCKPT), Atlantic Undersea Test and Evaluation Center (AUTEC) Bahamas, Southern California Instrument Underwater Range, (SCIUR) San Diego and at other navy / non-navy, CONUS / OCONUS facilities including those of foreign governments and other contractors.

For estimating purposes it is projected there will be 30 Surface Ship Radiated Noise Measurement (SSRNM) trials per year and 100 Sonar Self Noise Reports per year.

2.0 DESCRIPTION OF SERVICES

2.1 Management

The contractor shall ensure that all work meets performance objectives, standards or tolerances specified or included in applicable documents. In order to meet fleet requirements, work shall be performed within time limits specified; constraints present and schedule of customer's operations in accordance with operations schedules provided by the government.

Through participation in an Integrated Product Team (IPT) the contractor will receive information that the contractor may utilize in setting milestones and performance objectives relative to specific subtasks discussed in accordance with contract and task order statement of work.

Any effort undertaken by the Contractor pursuant to oral directions and instructions, other than in accordance with the provisions herein, shall be at the Contractor's risk and expense.

2.2 Program Management

Provide engineering and program management expertise in support of the ASW Range program through a continuum of program reviews and customer presentations. The Contractor shall evaluate objectives and specifications, review the Program of Record in meeting customer product requirements, and assist with high-level Navy action items and program objectives. The Contractor shall provide programmatic, engineering, technical services, incidental materials, procedures, facilities and personnel necessary for routinely assessing the effectiveness and evaluating the ASW

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 8 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

Range Program.

The contractor shall provide monthly reports identifying work accomplished, funding spent for the previous month, work planned for the next month, issues and concerns.

2.3 Acoustic Testing Conduct Support: Acoustic Trial Direction Support.

The Contractor shall provide engineering and technical support for the planning, conduct, and execution of SSRNM and other full scale surface ship acoustic trials. Specific efforts shall include operation of the trial ranging / tracking system to ensure that acoustic run geometries are maintained in accordance with agenda requirements; coordination with ships force to ensure that ship operating conditions such as speed, depth, and machinery lineups, are in accordance with agenda requirements; coordination with measurement and analysis personnel to ensure that acoustic problems are documented and information on acoustic problems is transmitted to all on-site activities involved with problem resolution and in trial planning stages to develop agenda inputs based on the given technical requirements. Tasks include briefing ship crews and assisting them in maintaining proper run geometry while on range, coordination with shore-based data collection personnel, conducting the measurement of propeller cavitation noise and diagnostic structureborne noise. Provide ship systems support to the measured ship to ensure proper lineup of air systems and investigate possible causes of system malfunction. The Contractor shall provide support in the conduct of acoustic test support in, but not limited to programs such as SSRNM / FSSN / Post Construction Acoustic Trials (PCON) / NOAA / foreign and commercial vessel measurement programs. This support shall be in the preparation, briefings, trial direction, shipboard localization of noise sources, as well as post trial data reduction, analysis and report production. Shipboard team personnel shall provide setup and operation of the trial tracking /ranging system, demonstrate performance in providing range safety and shipboard maneuvering recommendations during testing at Navy ranges, propeller/shafting monitoring assessment; air emission system lineup and operation; and shipboard engineering on major combatants to enable coordination with ships forces to ensure that the ships propulsion and power plant operating conditions are in accordance with the test requirements.

2.4 Radiated-Noise Measurements, Analysis and Reporting

The Contractor shall provide lead and assistance in data acquisition, analysis, and reporting of radiated-noise, both near and far-field acoustic signatures during SSRNM program and other surface ship acoustical trials. This shall include analytical support, including inputs to Naval messages and the formal reports, during SSRNM trial data reduction and report generation.

2.5 Data Base Management

Maintain and provide database management for SSRNM and Fleet Sonar Self Noise (FSSN) measurement data. The Contractor shall provide technical support in the development and maintenance of the individual database management systems used by the SSRNM and FSSN programs. These database management systems provide historical data storage and retrieval, class statistical analyses, and trend analysis. This support shall include evaluation of database management systems requirements, development of system specifications, identification of system components, software development, software validation and verification, software maintenance, development of system documentation and user guides, and data entry. The Contractor shall accomplish technical enhancements to automated resources that support analysis, modeling, and reporting of radiated noise and vulnerability estimates. The Contractor shall provide development, maintenance, and administration of a centralized database and web server. Determine the most efficient methods for database management of large volumes of radiated and sonar self-noise signatures.

2.6 Conduct Analysis of Fleet Sonar Self-Noise (FSSN)

The Contractor shall provide engineering services in the analysis of sonar self noise submitted by naval fleet assets. The analysis shall include the generation of a summary report and naval messages detailing the analysis results and any corrective action required.

2.6.1. In support of this work the contractor shall perform drydock inspections of ASW ships to verify the findings and conditions reported in the analysis reports.

2.7 New Construction Ship Sonar Performance Measurement Support

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 9 of 41	FINAL
--------------------------------------	---------------	-----------------	-------

Provide engineering and technical services to the AEGIS Test Teams (ATT-BATH and ATT-INGALLS) in the performance and analysis of shipboard testing to support the sonar evaluation during new construction builder's trials, Post PSA trials, and any other trials specified by NUWC and NAVSEA. This includes pier-side AN/SQQ-89 testing as well as participation in the collection and evaluation at-sea of sonar self noise data. The contractor shall provide assistance in the maintenance of existing and development of future sonar self-noise data acquisition and analysis software and hardware. The contractor shall perform services in order to improve sonar performance and increase sonar system detection ranges.

2.7.1. Provide technical assistance to the AEGIS Test teams in the maintenance of specialized test equipment hardware and software that is used in the acquisition of sonar self-noise and In-waters testing. This includes design, development, procurement, fabrication, training in use and maintenance of the equipment.

2.7.2. Provide system engineering support for the introduction and testing of the AN/SQQ-89(V)15 with EC200 / 220 and follow-on's into the production testing process. Effort to include evaluating Sonar Self-Noise (SSN), In-water testing and Wet Dome Phase Test (WDPT) procedures.

2.7.3. Perform services on ships, dock side and at-sea, for the purpose of acquiring data in order to observe and resolve problems for new ship construction at ATT-Bath and ATT-Pascagoula. This will include acquisition and analysis of sonar self-noise data and the performance of wet dome phase tests (WDPT). In order to perform this task the contractor shall perform services to assist the AEGIS Test Teams in determining if new construction USS ARLEIGH BURKE (DDG-51) class ships meet the applicable Noise Specifications.

2.7.4. Provide technical and programmatic support in the areas of:

- 2.7.4.1. ship sensor noise analyses / impact / correction
- 2.7.4.2. ship sensor noise measurement / data acquisition
- 2.7.4.3. ship silencing analyses and impact
- 2.7.4.4. test procedure review
- 2.7.4.5. ASW roundtable meetings (attend and contribute)
- 2.7.4.6. general program support
- 2.7.4.7. Sail away trial support (when required)

2.8 Vulnerability Calculations

The Contractor shall provide services in the specialized areas of detection and counter-detection calculations for a variety of platforms and detection systems and acoustic vulnerability algorithms for U.S. and foreign threats. This work should embrace preparation of the SSRNM and FSSN data into a fleet-standard vulnerability format for use by current Navy prediction models i.e. PCIMAT, STDA SPPFS etc.

2.9 SSRNM System Development Support

Provide Surface Ship Radiated Noise Measurement software to support current and future SSRNM acquisition systems – SSRNM Processing and Reporting System (SPaR). The Contractor shall provide acoustic measurement and data acquisition system development support for the SSRNM program. This shall include the hardware and software required to support the acquisition and processing of radiated and structureborne noise data. These efforts shall include the analysis of acoustic trial reporting format requirements, identification of signal processing techniques and methods, development of system specifications, determination of adequacy of commercially available instrumentation and development of software operating systems. When required this will include design, development, procurement, fabrication, training in use and maintenance of the equipment.

2.10 Technical Reviews

Provide technical review of test trial report documentation. This will include the technical review of SSRNM testing reports for accuracy and adequacy. Additionally, the contractor will provide technical review of program documentation, instructional and presentation material for correctness and completeness.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 10 of 41	FINAL
--------------------------------------	---------------	------------------	-------

2.11 SSRNM Range Equipment Support (Optional item)

Provide Engineering input to support redesign, repair, and maintenance of SSRNM range equipment including ship and shore based equipments. When required this will included design, development, procurement, fabrication, installation and training in use and maintenance of the equipment.

The contractor may be required to provide services for the design, development, installation and support for fixed arrays and equipment for the Atlantic and Pacific range areas. This is contingent upon funding being supplied by the Program Office. In addition, the contractor may provide services for a Surface Ship Acoustic Assessment Capability portable system. Assume that there will be a fixed array development effort in FY11 and FY12 and a portable development effort in FY13. These array development efforts will not be a part of the base contract, but will be priced separately as options to be exercised if funded.

2.11.1 Installation Plan

Provide program management and engineering services to develop the Installation Plan. This shall include support for the generation of a preliminary installation plan, review of the installation plan by the Government, and issue of the final plan, review of the final installation plan by the Government, and issue of the final plan.

Deliverables and Schedule

Preliminary Installation Plan

Final Installation Plan

2.11.2 Installation

Provide operational, engineering, and logistics services to install the SSRNM Array and mooring. Task includes staging of installation gear, preparation and staging of array components, staging of navigation equipment, leasing of support vessels, issue of requisite support sub contracts, mobilization of vessels and personnel, on deck assembly of array, lowering of replacement array, positioning of anchor on bottom, verification of array position, deployment of the array system, demobilization of vessel and personnel, and documentation of installation operation in trip report format including final array position.

Deliverables and Schedule

Installation Report

2.11.3 Validation

Provide engineering and logistics services to support validation of the SCISAR. This shall include supporting generation of the preliminary and final validation test plans, lease of the validation sources, assembly and test of the validation system, conducting validation measurements, analysis of validation data, and providing preliminary and final validation reports.

Deliverables and Schedule

Preliminary Validation Test Plan

Final Validation Test Plan

Preliminary Validation Report

Final Validation Report

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 11 of 41	FINAL
--------------------------------------	---------------	------------------	-------

4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

4.1 When determined by the contracting officer to be in the best interest of the government, the government will provide the contractor access to government workspaces, workstations, equipment/vehicles, documentation and information necessary for work item performance.

4.2 When it is determined to be advantageous to supply government furnished material (GFM) for contractor use, the GFM will be transferred to the contractor and returned to the Government via a DD1149. A government signature is required on the DD1149 upon return, and a copy shall be provided to the Government Property Administrator (GPA). Contractor procured and furnished material (CFM) shall be transferred using a DD1149. All CFM will be returned to the government at the conclusion of the contract. The contractor shall procure any CFM in accordance with Federal Acquisition Regulations. Items over \$2,500 shall be identified to the Task Order Manager (TOM) prior to purchase.

4.3 A list of GFE/GFM/GFI has been included as attachment 7.

4.4 It is not the government's responsibility to develop private contractor employees. In the event that a one time training event is required, or that training specific to the government that cannot be obtained commercially is required, a Technical Instruction Letter will be issued to the contractor.

5.0 GENERAL INFORMATION

5.1 Property Management

The contractor shall perform administrative services necessary to perform the work to include, but not limited to property management, quality control, maintenance of accurate and complete records, files, physical control of applicable publications, e.g., Federal, State and local regulations, codes, technical manuals and manufacturer instructions.

5.2 Management Plan

The contractor shall establish and maintain a management program during contract performance, incorporating details of all major paragraphs of the SOW. The management plan must reflect an understanding of all tasks and performance objectives specified in this SOW and describe an approach to satisfy these requirements. As a minimum, the plan shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives.

5.3 Contractor Employees.

The contractor shall provide necessary personnel to accomplish all contract work and services within the government specified timeframes. The contractor shall provide personnel with qualifications, necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State and local laws and regulations. Evidence of required qualifications, necessary licenses, certifications, training, experience levels and security clearances shall be supplied. Contractors must have the ability to effectively communicate (both verbally and written) to all applicable parties.

The following is a list of key personnel: Program Manager, Sr Engineer, Principal Scientist, Software Engineer.

5.4 Environmental Compliance Requirements

5.4.1 The Contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions, plans, and ISO 14001 Environmental Management System. The contractor shall comply with all federal, state, local and Navy environmental compliance training requirements. The contractor shall comply with all environmental regulatory agency permit conditions and consultation requirements. The contractor shall be liable for all of their Notice of Violations (NOV), fines, penalties, and corrective actions imposed by federal, state or local environmental regulatory agencies due to the contractor's inability to comply with environmental requirements. The contractor shall provide verbal notification to the TOM and

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 12 of 41	FINAL
--------------------------------------	---------------	------------------	-------

the Government Technical Representative (GTR) within 24 hours of receiving a NOV or equivalent followed by written notification within three (3) workdays of receiving a NOV.

5.4.2 Hazardous Waste and Material Control/Handling. The contractor shall comply with all Navy instructions applicable, e.g., but not limited to KPT 5090-09H Hazardous Waste Management Program and NUWCDIVPT 5090H, Environmental Program Policy and Manual, NUWCDHINST 4110.1C, Code 90 Hazardous Material Control Program, NUWCKPTINST 4110.2A, Hazardous Material Control and Management NUWCDHINST 5090.1D, Code 90 Environmental Protection and Compliance Program, NUWCKPT Directive 5090, Environmental Program Policy and Manual, and OPNAVINST 5090.1C Environmental and Natural Resources Program Manual.

5.5 Safety

The contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect.

Work to be performed under this contract must be accomplished in accordance with safety and health standards and directives pursuant to the Occupational Safety and Health Act of 1970, Public Law 91-596. Numerous safety and health standards exist that apply to operations at NUWC Keyport. These include but are not limited to: 29 CFR 1910 General Industry Standards, 29 CFR 1915 Maritime Standards, 29 CFR 1926 Construction Standards, WAC-296-24-14529 General Safety and Health Standards (Washington State), EM385-1-1 Safety and Health Requirements Manual (U.S. Army Corps of Engineers), Unified Facilities Guide Specifications UFGS-01 35 26 (April 2008), and the Station Occupational Safety and Health Manual (including references cited therein), and the safety documents in Appendix B. General information for contractors, including a short list of references, in the 'Occupational Safety and Health Booklet for Contractors and Visitors'; available from the Safety Department.

5.6 Quality

The contractor shall establish, plan, develop, document, implement and maintain a quality system that ensures the product or services conform to the specified contract technical requirements or ISO 9001 or latest. The contractor shall provide maintain an inspection system acceptable to the government covering the services under the contract. The contractor shall implement procedures to identify and prevent defective services from recurring. As a minimum, the contractor shall develop quality control procedures that address the areas identified in section 3.0 above.

5.7 Required certification

As required for performance of SOW subtasking.

5.8 Technical Instruction Letters

Based on the requirements contained in the statement of work (SOW), the contractor shall be issued Technical Instruction Letters by the Task Order Manager (TOM). The contractor shall ONLY accept officially approved TI Letters. All approved TI Letters will be signed, dated and provided by the TOM. The TI Letter may be signed electronically.

TI Letters shall be issued for the purposes of providing specific in-scope tasking requirements/clarifications. TI Letters shall not be used to change the terms and conditions of the Task Order. TI Letters shall not change, add or delete any of the requirements stated in this SOW or change the intent of the SOW. TI Letters shall not authorize Personal Services.

All changes to the SOW shall be authorized by the Contracting Officer by means of a properly executed modification. Contractors shall immediately and before taking action, notify the Contracting Officer if a TI Letter is issued which they believe changes the requirements of the SOW. A sample TI Letter has been provided with this SOW.

5.9 Performance of Service during Emergency

In the event of a national emergency, contractor personnel may be required to support ongoing operations.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 13 of 41	FINAL
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5.9.1 Emergency Requirements

The contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall be able to respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the Task Order Manager.

5.9.2 Closures

During periods of government closure due to Acts of God, Christmas Shutdown, National Day of Mourning no direct charges will be allowed for contractor personnel unless work is performed.

5.10 Hours of operation:

Work schedule shall be flexible to coincide with US Navy Fleet trial schedule. Work schedule may include weekends and holidays.

5.11 Overtime:

Historically, the work schedule while conducting trials will be 8 - 10 hour in length requiring work days normally up to twelve (12) hours; exceptions may be due to weather and ship schedules. Overtime may be required to support emergent requirements. Approximately 400 hours of overtime is anticipated annually and authorized for execution. The contractor shall provide a monthly accounting of Overtime hours used with respective justification. The SeaTom will maintain oversight of OT usage in accordance with FAR 22.103-4(h) by monitoring the amount of OT used by sub-task on a monthly basis and looking for trends in OT usage. Overtime that is not approved in advance shall not be authorized for payment. Should the need arise in such a manner that written authorization is not possible, a verbal authorization shall be obtained from the KO to be followed up in writing within 3 working days.

5.12 Security requirements

5.12.1 Security Classification of Equipment, Components, Spaces and Documents:

The Equipment, Space or Document may be classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid; SECNAV M-5510.36, DoN Information Security Program Manual; SECNAV M-5510.30, DoN Personnel Security Program Manual; NUWCDIVKPT 5510, Information and Personnel Security Programs; KPT Physical Security Program Manual 5530.1; and NUWCDIVKPT 5239, Information Assurance Program. Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.

5.12.2 Contractor personnel supporting this Task Order require a security clearance level of up to **Secret** equivalent to the level of access required to complete the assigned duties.

5.12.3 Spaces: Up to Secret

5.12.4 Equipment: Up to Secret

5.12.5 Documents: Up to Secret

5.12.6 SIPRNET: The contractor will be required to maintain a SIPRNET enclave at its facility that meets all associated security requirements.

5.12.7 Security Education: Cleared contractor personnel supporting this task order who are embedded in government work spaces are required to participate in the command's security education program, as required by SECNAV M-5510.36.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 14 of 41	FINAL
--------------------------------------	---------------	------------------	-------

5.12.8 Information Assurance: Contractor personnel supporting this task order who require access to DoD Information Systems are required to receive and complete initial IA orientation awareness training before being granted access to the system(s), and annual IA awareness training to retain access, as required IAW DoD 8570.01-M and DoDI 8500.2 E3.3.7. Access requests to DoD IT systems will utilize OPNAV 5239/14 (July 2008) SAAR-N form.

5.12.9 Contractor personnel requiring privileged access to DoD systems (Ex: System Administrators) are required to meet the following additional Information Assurance performance requirements. In accordance with SECNAV M-5510.30 Paragraph 5-3, subparagraphs b(6)(a), b(6)(e), b(6)(f), b(6)(g), and Exhibit 5A, Performance requirements are at the IT-1 Critical Sensitive position. The IT-1 positions require full positive adjudication of a Single Scope Background investigation. Additionally, per DOD Manual 8570-1M Tables C3.T4, C3.T5, Paragraphs C7.3.4 and AP3.1.5, performance requirements will be set at the Information Assurance Technical level (IAT) II and all training and certification specification are required to be met within 6 months of any currently contracted employee and must be met within 6 months of any newly reporting personnel being assigned.

5.12.10 When utilizing unclassified network infrastructure, e.g., Internet, etc., to communication with the government involving any information which is not been approved for public release, the Department of Defense (DoD) Public Key Infrastructure (PKI) will be utilized to encrypt all communications, e.g., E-mail. External Certificate Authorities (ECA) are available for use by government contractors which are interoperable with DOD PKI.

5.12.11 Data At Rest (DAR) will be utilized on unclassified network infrastructure to encrypt all government information on all storage media to include but not limited to, Hard Drives, CD or DVD optical disk, Floppy diskettes, and Flash Media etc.

5.13 Annual Travel Requirements:

All travel must be approved in advance by the TOM.

Travel to foreign countries may also be required. All travel will be in accordance with the Joint Travel Regulations (JTR) For proposal purposes, travel is assumed to originate from Panama City, FL. Estimates for travel are as follows:

Destination	# of people	# of days	# of trips
Keyport, WA	1	5	6
AUTEC, Bahamas	4	10	12
Norfolk, VA	2	5	5
Pascagoula, MS	2	5	4
Bath, ME	1	5	3
San Diego, CA	1	5	5
Honolulu, HI	1	10	1
Newport, RI	1	5	4
Washington, DC	1	5	6
Okinawa	1	20	1
Ft Lauderdale, FL	1	5	2
West Palm Beach, FL	1	5	1
Jacksonville, FL	1	5	5

6.0 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibits A-G, attached hereto.

7.0 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 15 of 41	FINAL
--------------------------------------	---------------	------------------	-------

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

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

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

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

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

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

8.0 HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

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

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

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 16 of 41	FINAL
--------------------------------------	---------------	------------------	-------

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 with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

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

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

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

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

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

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

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

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

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 17 of 41	FINAL
--------------------------------------	---------------	------------------	-------

component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 18 of 41	FINAL
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SECTION D PACKAGING AND MARKING

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

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 19 of 41	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

1.0 QUALITY ASSURANCE

The Government will monitor the contractor's performance and reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

2.0 QUALITY ASSURANCE PLAN

The contractor shall submit to the TOM within 30 days of task order award a Quality Assurance Plan as well as a Quality Assurance Surveillance Plan that ensure the products or services conform to the specified contract technical requirements as defined in the Statement of Work; provide and maintain an inspection system acceptable to the government covering the services under the contract; and implement procedures to identify and prevent defective services from recurring. The contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Table Summary (Attachment 6). At a minimum it shall include:

- A description of the methods for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and correct or preventive actions taken.
- A record of inspections and inspection results, making them available to the government throughout the performance of the Statement of Work.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 20 of 41	FINAL
--------------------------------------	---------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

1.0 PERIOD OF PERFORMANCE

The estimated period of performance is as follows:

Base Period: 4 June 2010 - 3 June 2011
Option Year 1: 4 June 2011 - 3 June 2012
Option 1, Array Install: 4 June 2011- 3 June 2012
Option Year 2: 4 June 2012 - 3 June 2013
Option 2, Array Install: 4 June 2012- 3 June 2013
Option Year 3: 4 June 2013 - 3 June 2014
Option 3, Array Install: 4 June 2013- 3 June 2014
Option Year 4: 4 June 2014 - 3 June 2015

2.0 OPTIONAL ITEMS

This requirement includes four (4) one (1) year option periods for the extension of the base year services and an additional three (3) optional items for SSRNM range equipment support.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 21 of 41	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Administration shall be in accordance with the basic contract and the following.

1.0 TASK ORDER MODIFICATION:

The contractor shall not perform work that is considered to be outside of the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the contractor considers to be outside of the scope of the requirements of this task order, the contractor shall promptly notify both the Task Order Manager and the Contracting Officer. No work shall begin until the issue has been resolved.

2.0 GOVERNMENT PERSONNEL:

Task Order Manager
Terrance S Cox, 20T
610 Dowell St.
Keyport, WA 98311
terry.cox1@navy.mil
360-396-7658

Contracting Officer
Monique A. Klose, Code 182
610 Dowell St.
Keyport, WA 98311
monique.klose@navy.mil
(360) 315-2215

Contract Specialist
Jamil Al-Agba
610 Dowell St.
Keyport, WA 98311
jamil.alagba@navy.mil
(360) 315-8501

3.0 INVOICING INSTRUCTIONS:

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payment Requests" (DFARS 252.232-7003), this task order 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> <<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> <<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/> <<http://acquisition.navy.mil/navyaos/content/view/full/3521/>>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 22 of 41	FINAL
--------------------------------------	---------------	------------------	-------

when submitting invoices in WAWF:

WAWF Invoice Type: Cost Voucher.
Issuing Office DODAAC: See Block 5 of the task order.
Admin DODAAC: See Block 6 of the task order.
Service Acceptor/Approver DODAAC: To be inserted at time of award.
LPO DODAAC (if applicable): Not applicable.
Pay DODAAC: See Block 12 of the task order.
CLIN/ACRN: See Section G of the task order.
Inspection Location: Destination.
Acceptance Location: Destination.

ATTN CONTRACTORS:

(1) CLIN/SLIN/ACRN information MUST be included on all WAWF submissions. Contractor's shall invoice at the SLIN level.

(2) Your AAA WAWF fill-in is in your line of accounting associated with the CLIN/SLIN/ACRN you are billing. It is six (6) positions in length. Examples of it's location follow. The numbers underlined are the AAA's.

```

A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTTTT 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

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

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

Send Additional Email Notification To: Contract Specialist and Task Order Manager.

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

(h) Contractor shall provide supporting documentation in WAWF for invoices to include a breakdown of individual labor categories, rates and hours invoiced as well as a cost breakdown of materials and travel invoiced.

(i) Contractor shall invoice all costs incurred for a preceding period of performance within three months after preceding period of performance has been completed.

(End of Text)

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 23 of 41	FINAL
--------------------------------------	---------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 CONTROLLED UNCLASSIFIED INFORMATION (INCLUDES FOR OFFICIAL USE ONLY INFORMATION)

Ref: DoD Regulation 5200.1-R, DoD Information Security Program//SECNAV M-5510.36, DON Information Security Program Manual

Contractor may be required to handle Controlled Unclassified Information (CUI). There are numerous types of CUI, e.g. documents with limited distribution statements, documents marked as For Official Use Only (FOUO), etc. The minimum level of protection for all CUI is adherence to FOUO protection standards. Distribution Statements (DS) and warning labels, such as the Arms Export Control Act Warning, identify additional protection requirements for a given document. Minimum FOUO protection requirements/controls applicable to the performance of this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

1. Handling/Storage: Access to FOUO is limited to those needing it to conduct official business for the Department of Defense (DoD). FOUO information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, FOUO information shall be stored in unlocked containers, desks, or cabinets if Government or Government-contracted building security is provided. If it is not, store in locked desks, file cabinets, bookcases, locked rooms, or similar items.

2. Transporting/Transmitting/Release/Destruction: FOUO information shall be transported in a manner that prevents disclosure of the contents. FOUO information may be sent via USPS first-class mail, parcel post, or – for bulk shipments – 4th class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing FOUO or attachments with FOUO must be digitally signed if being transmitted within Navy networks, and digitally signed and encrypted if being transmitted outside a Navy network to an approved contractor email address. Transmission of FOUO (i.e. any CUI) to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. FOUO sent out of the contractor’s facility electronically must be encrypted (DoD FIPS 140-2 standard). FOUO material shall not be released outside the contractor’s facility except to representatives of DoD. When no longer needed, destroy FOUO by a method that precludes its disclosure to unauthorized individuals.

3. Markings: Unclassified documents (paper or electronic) generated in support of this contract which contain FOUO are to be marked “For Official Use Only” at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked “For Official Use Only” at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked “For Official Use Only” or “FOUO” in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS “B” through “X” preclude public release and while not marked as FOUO, are subject to all FOUO protection requirements, including the prohibition on unencrypted transmission over the public Internet.

2.0 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

Ref: SECNAV M-5510.30, Department of the Navy Personnel Security Program

Personnel accessing government information systems in the performance of contract work require a favorably adjudicated personnel security investigation, whether or not an actual security clearance is required. Personnel whose duties meet the criteria for an Information Technology (IT) Level 1 designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or Periodic Review (PR) of the SSBI. The SSBI or PR must be updated every 5 years. A favorably adjudicated National Agency Check with Local Agency Check and Credit Check (NACL) for civilian personnel is required for IT Levels II and III. Additionally, Telecommunications Directive (NTD) 02-06, Information Assurance (IA) Training Requirement, and DoDD 8570.1, Information Assurance Training, Certification,

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 24 of 41	FINAL
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and Workforce Management Policy, require that all authorized users of DoD Information Systems receive initial IA awareness orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account.

3.0 UNCLASSIFIED NAVAL NUCLEAR PROPULSION INFORMATION HANDLING

Ref: NAVSEAINST 5511.32C, Safeguarding of Naval Nuclear Propulsion Information

Contractor may be required to handle Unclassified Naval Nuclear Propulsion Information (U-NNPI) during the performance of this contract. NNPI is “all information, Classified (C-NNPI) or Unclassified (U-NNPI), concerning the design arrangement, development, manufacturing, testing, operation, administration, maintenance and repair of the propulsion plants of nuclear powered ships..., including associated shipboard and shore-based nuclear support facilities. Minimum requirements for protecting U-NNPI are as follows:

a. U-NNPI is subject to export controls. Each transmittal to a foreign government or foreign nationals may be made only with the prior approval of the Naval Sea Systems Command (NSSC). Only US citizens may be allowed to access the information in any way, shape, or form. Hand-carrying of U-NNPI outside of the continental United States or Hawaii is not permitted. Only people with a “Need to Know” are allowed access to U-NNPI, even if US citizens. This includes friends, family members and even other workers who don’t have a need to know what you’re working on.

b. When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g. file cabinet, safe, etc.) and/or a locked room or within a CNIA/NWA. Only authorized persons may have access and any compromise of the container must be visually detectable. No labels should indicate containers contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unattended in a home, motel room, automobile, sent with baggage, etc. You need a Naval Undersea Warfare Center Division Keyport Property Pass to take U-NNPI off-site and a courier card or letter to take C-NNPI off station.

c. Documents require the word NOFORN at the top and bottom of each page and the cover sheet the warning statement shown below. Documents originated that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled. When no longer required, U-NNPI must be destroyed in the same manner as classified information.

NOFORN: This document is subject to special export controls. Each transmittal to a foreign government or foreign national may be made only with prior approval of the Naval Sea Systems Command.

d. U-NNPI may not be transmitted via email unless the system has been approved by the Naval Sea Systems Command. U-NNPI may not be posted on websites, including intranets, unless approved by the Naval Sea Systems Command. U-NNPI may not be processed on networked computers with outside access unless approved by the NSSC. U-NNPI may not be processed on personal computers (i.e., non-government or contracted organization) or put on Personal Digital Assistants (PDAs). If UNNPI is stored on a local drive (e.g. “C drive”), the computer must be secured within a locked space. If desired the company may submit a proposal for processing NNPI on company computer systems.

e. U-NNPI may be faxed within the continental US and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental US, including military installations, unless encrypted by NSSC approved means. U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

f. Report any attempts to elicit U-NNPI by unauthorized persons or any compromises of U-NNPI by unauthorized persons to the Keyport Security Office, 360-396-2822/2244. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on website, transmission via email, or violation of the information system (hackers).

g. Questions regarding the handling of U-NNPI may be directed to the NUWC Division Keyport Security Office, 360-396-2822.

4.0 KEY PERSONNEL

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 25 of 41	FINAL
--------------------------------------	---------------	------------------	-------

The following billets shall be considered key personnel. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph H-7, Substitution of Team Members and Substitution of Personnel, of the basic contract:

Key Personnel Position	Name
Program Manager	Will be inserted at time of award.
Senior Engineer	Will be inserted at time of award.
Principal Scientist	Will be inserted at time of award.
Software Engineer	Will be inserted at time of award.

5.0 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

6.0 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA

(a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 26 of 41	FINAL
--------------------------------------	---------------	------------------	-------

Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4 (d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 27 of 41	FINAL
--------------------------------------	---------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Note: Within the base year and each option year, optional items are available. The notification times identified in clause 52.217-9, above, are applicable to the optional items.

52.222-41 Service Contract Act (1965) - By reference.

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage/Fringe Benefits
01117 General Clerk III	GS3 - \$11.51
01313 Secretary III	GS6 - \$16.12
03102 Computer Systems Analyst II	GS11 - \$26.50

52.222-49 Service Contract Act—Place of Performance Unknown (May 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Awardee's place of performance. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the date of award.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

Note: See attachments 8 and 9 for the Service Contract Act Wage Determinations included in this task order.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 28 of 41	FINAL
--------------------------------------	---------------	------------------	-------

SERVICE CONTRACT ACT WAGE ADJUSTMENT:

Upon exercise of each Option Year, an updated Service Contract Act (SCA) Wage Determination will be incorporated into the task order. If incorporation of the updated SCA Wage Determination causes a cost overrun, the cost overrun shall be processed in accordance with FAR 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as applicable. Note that fee shall not be allowed for a cost overrun resulting from the incorporation of the updated SCA Wage Determination.

52.245-1 Government Property (Jun 2007) - By reference.

52.245-2 Government Property Installation Operation Services (Jun 2007) By reference.

52.245-9 Use and Charges (Jun 2007) By reference.

252.204-7008 Requirements for Contract Involving Export-Econtrolled Items (Jul 2008) - By reference.

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

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 29 of 41	FINAL
--------------------------------------	---------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

- Attachment 1 -- Subcontract Plan Review Sheet
- Attachment 2 -- Past Performance Reference Sheet
- Attachment 3 -- Cost Summary Format
- Attachment 4 -- DD254
- Attachment 5 -- Quality Assurance Surveillance Plan (QASP)
- Attachment 6 -- Performance Requirements Summary
- Attachment 7 -- Government Furnished Equipment
- Attachment 8 -- Service Contract Act Wage Determination, Number 2005-2111, Revision 9, dated 07/24/2009
- Attachment 9 -- Service Contract Act Wage Determination, Number 2005-2123, Revision 8, 07/01/2009
- Attachment 10 -- Estimated Material Costs

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 30 of 41	FINAL
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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Offerors may either:

(1) submit a statement in its proposal stating that Section K representations and certifications submitted in response to the basic solicitation are hereby incorporated into this solicitation and adopted by reference; or;

(2) may submit a completed Section K representations and certifications, which are available for download at www.seaport.navy.mil/main/sell/procedure_K-CR.html (Cost Reimbursement).

For representations and certifications that require a signature, electronic submission of the proposal through SEAPORT-e will constitute an electronic signature.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 31 of 41	FINAL
--------------------------------------	---------------	------------------	-------

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.0 The Government contemplates award of a Cost Plus-Fixed Fee (CPFAF) task order.

2.0 HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

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

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

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

(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.
(End of Provision)

3.0 HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

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

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment 4.
(End of Provision)

4.0 INSTRUCTIONS TO OFFERORS

(1) The Government intends to award a Task Order that results from this solicitation to the responsible Offeror whose proposal that is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.

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

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 32 of 41	FINAL
--------------------------------------	---------------	------------------	-------

(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, 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.

(4) 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.

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

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

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

(8) Task order award shall be made in accordance with clause H-5 TASK ORDER PROCESS.

5.0 GENERAL:

5.1 PURPOSE: The purpose of this procurement is to obtain Surface Ship Radiated Noise Measurement technical and engineering services in support of the Naval Undersea Warfare Center Keyport, Code 70 in accordance with the requirements found under Section C of the subject solicitation.

5.2 QUESTIONS, AMBIGUITIES, DISCREPANCIES, INCONSISTENCIES, OR CONFLICTS: 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 five (5) calendar days after issuance of this solicitation. In the event of system outages, offerors may submit questions requesting clarification via electronic mail to Mr. Jamil Al-Agba at the following address: jamil.alagba@navy.mil. Questions received after five (5) days of posting this solicitation shall not be entertained.

6.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS:

6.1 PROPOSAL FORMAT:

The solicitation response will be contained in four (4) separate volumes:

- Volume I: Technical
- Volume II: Past Performance
- Volume III: Cost
- Volume IV: Small Business Subcontracting Plan

For each volume, the number of copies required and the page limit are shown in the table below. All data submitted will be unclassified.

Volume	Title	Page Limit
I	Technical	15
II	Past Performance	5
III	Cost Proposal	None
IV	Small Business Subcontracting Plan	None

Each Offeror must (a) submit an offer; (b) submit electronically information pertaining to technical capability; and (c) submit supporting cost or price data. The Government will evaluate each Offeror's understanding of the Government's

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 33 of 41	FINAL
--------------------------------------	---------------	------------------	-------

requirements and ability to perform the work on the basis of its proposal.

Proposals must be submitted electronically via the SEAPORT Enhanced Site. Offerors must comply with the detailed instructions for the format and content of the proposals. Proposals that do not comply may be considered non-responsive and may render the Offeror ineligible for award. In order to maximize efficiency and minimize the effort involved in the Proposal evaluation process, all offerors shall submit their proposals in accordance with the format presented below.

When attaching documents into the Seaport portal, contractors shall label their documents by: a) Contractor Name and b) Title of the document being attached. (Example: ABC Inc. - Technical Proposal, ABC Inc. - Price Proposal, etc.). Each electronically attached document when viewed shall also include: a) Contractor Name, b) Title of the document being viewed, and c) Date.

6.2 WRITTEN PROPOSALS:

(a) The narrative material in the Proposal shall be typewritten with type no smaller than 12 point, single-spaced, double-sided, on a sheet 8-1/2 inches by 11 inches. Margins shall be one inch on all sides. In the event photo reduction is used for graphs and drawings, their presentation must be clear and legible. No graphics, pictures (other than milestone and deliverables schedule charts, project schedules, and personnel matrix), or hyperlinks are allowed. Only Microsoft Office compatible files or Adobe PDF files will be accepted.

(b) Page limitations, if any, are stated below with the factors/subfactors. Proposal information exceeding the stated page limitation for the specific factor will not be considered. Only the information contained in the stated page limitation per factor/subfactor will be considered.

6.3 PROPOSAL CONTENT:

(a) Proposals shall demonstrate understanding of the requirements and the proposed method of performing the Statement of Work. Technical information shall be prepared in such a manner as to enable source selection personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the service proposed and described will satisfy the requirements of the Government. To facilitate the evaluation, the Proposal should be sufficiently detailed and complete to clearly demonstrate that the prospective Offeror has a thorough understanding of the requirements and the technical problems inherent therein, and has a valid practical solution for each contemplated problem. It should also contain sufficient detail to indicate the proposed means for complying with all applicable specifications and shall include a complete explanation of the techniques and procedures to be exercised. Statements that the prospective Offeror understands and can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered insufficient and unacceptable. Repeated inquiries regarding the technical requirements may be considered as an indication that the Offeror does not comprehend the requirements for accomplishing the work.

(b) The Proposal should outline the proposed requirements as interpreted by each Offeror, the technical approach to the requirement, any interpretations, deviations, or exceptions to the Statement of Work, and any other topics deemed pertinent.

(c) Each Offeror's proposal shall contain the following:

(Volume I) TECHNICAL PROPOSAL (NOT TO EXCEED 15 pages in total)

Sub Factor 1.a – Technical Approach and Capability: Describe the technical execution plan for the specified services. Offeror’s responses shall demonstrate the following:

- Skills and ability to SSRNM Trials Conduct Support.
- Skills and ability to provide Program Management Support
- Skills and ability to Conduct Analysis of Fleet Sonar Self Noise (FSSN)
- Skills and ability to provide Radiated Noise Measurement, Analysis and Reporting
- Skill in Data Management
- Skills and ability in Fleet Liaison and Planning
- Experience in Engineering support for SSRNM Range Equipment to include

Redesign
Maintenance

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 34 of 41	FINAL
--------------------------------------	---------------	------------------	-------

Repair
Software

- Experience in Test Capability Development
- Experience in Technical review of SSRNM trials report documentation

Sub Factor 1.b – Risk Mitigation: Constraints/Anticipated Problems/Assumptions. Provide a complete listing of all relevant risk identification and mitigation associated with the implementation and performance of the Statement of Work. Concisely describe or explain each listed item, and discuss its relevance and total impact on technical feasibility and overall ability to accomplish the sub-task. Specify all important assumptions which have been utilized in developing the proposed technical approach (e.g., Government-provided resources, required subcontracted efforts or items, scheduling and availability).

Sub Factor 1.c – Personnel: The contractor shall provide a staffing plan consisting of resumes for all "key" personnel identified in the Statement of Work. Resume maximum is two pages per "key" individual. The resumes will not count against the maximum page limitation for this factor.

Sub Factor 1.d – Management Plan: The Offeror shall provide a draft Management Plan that addresses workforce management and quality performance. The Management Plan shall outline in enough detail for evaluation, the internal methodology for management of Surface Ship Radiated Noise Measurement, Fleet Sonar Self Noise Analysis and SSRNM equipment maintenance and installation. The Management Plan shall include Acceptable Quality Levels and Monitoring Methods as outlined in ANSI/ISO/ASQ Q9001-2008, Quality Management Systems – Requirements as referenced in NAVSEA STANDARD ITEM 009-04 and NSTS 9090-310 (Series) for concurrent alterations.

(Volume II) PAST PERFORMANCE PROPOSAL (NOT TO EXCEED 5 pages in total)

The Offeror shall provide a maximum of three (3) references. The Past Performance Reference Information Form, Attachment 2, may be used for providing information. Offerors shall include an accessible point of contact, including name and telephone number, for each reference provided.

Sub Factor 2.a –The Offeror’s past performance shall:

- demonstrate capability to deliver products and services of high quality,
- demonstrate capability to satisfy customer requirements for contract completion,
- demonstrate capability to provide contract services at or below their initially proposed costs while maintaining customer desired level of quality and delivery; and ability to limit direct labor cost growth and control indirect costs,
- demonstrate capability to achieve the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor’s history of reasonable and cooperative behavior (to include timely identification and resolution of issues in controversy), and customer satisfaction.
- demonstrate adequacy of the contractor’s accounting, billing, and estimating systems
- demonstrate capability and processes for management of Government Property (GFP), if a substantial amount of GFP has been provided to the contractor under the contract. If the Offeror has not management GFP, a statement should be included indicating that it was not required.
- Demonstrate, and provide specific examples, that the Offeror has a proven approach to systemic improvement.
- demonstrate ability to select, retain, support, and replace, when necessary, key personnel

(Volume III) COST/PRICE PROPOSAL

Complete cost/price proposal as outlined in Section B of the solicitation and addressing all information required by Factor 3, Cost and Price, as outlined in Section M. Offeror’s cost/price proposals shall include the following:

- a. A Cost Summary Format, Attachment 3, for the base and each option year. A breakout is required for the optional array installs indicated in paragraph 2.11.
- b. Additional narrative providing a breakdown of other direct costs and describe derivation of labor rates, use of uncompensated overtime, base to which indirect rates are applied, etc.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 35 of 41	FINAL
--------------------------------------	---------------	------------------	-------

c. Other Direct Costs (ODCs) shall include: estimated travel, computer time, reproduction and any other costs that are charged direct (with the exception of labor) as required by the Statement of Work and in accordance with the offeror's cost accounting system. Offerors shall also include in their ODC costs the estimated material costs for each array install. The offeror shall include the basis for including additional costs other than those estimated by the Government. Offerors shall burden ODC costs with all applicable indirect rates (i.e. G&A, Material Handling). This item is cost only and is not subject to fee. The ODC estimates shall be included in Section B, CLINS 6000, 6100, 6101, 6200, 6201, 6300, 6301 and 9000 of the offer.

A cost efficiency and price reduction plan, which reflects, at a minimum the cost efficiency percentages contained in the Offeror's Seaport-e Contract. Describe concrete efforts that are proposed to achieve additional cost/price efficiencies and reductions, and a performance schedule per month to achieve all cost/price efficiencies. Describe previous cost efficiencies that the Offeror has implemented on other requirements and how this affected overall costs.

(Volume IV) SMALL BUSINESS SUBCONTRACTING PLAN

Sub Factor 1.e – Utilization of Small Business Concerns

All offerors, except small business firms, **shall** submit a Small Business Subcontracting Plan in accordance with FAR part 19.7, FAR clause 52.219-9 and DFARS Clause 252.219-7003. The Subcontracting Plan will be evaluated as described in Section M under the Evaluation Factor, Subcontracting Plan.

Large Businesses that have an approved Master Subcontracting Plan are required to submit a copy of the **approved** Subcontracting Plan along with proposed goals for this requirement. All Offerors shall complete Attachment 1 for each period of performance and include it with their proposed Individual Subcontracting Plan or Master Subcontracting Plan.

Proposals submitted in response to Solicitation N00024-10-R-3121 by Large Business Concerns must demonstrate that at least 30% of the total proposed dollar amount for subcontracting is to represent first tier subcontract awards to Small Business Concerns.

Large businesses shall describe the extent to which the Offeror has identified and committed to providing for participation by Small Business Concerns, Small Disadvantaged Concerns, Women-Owned Small Business Concerns, HUB Zone Small Business Concerns and Service Disabled Veteran Owned Small Business Concerns in the performance of the requirements addressed within Solicitation N00024-10-R-3121. The Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected Small Business Subcontractors are meaningful in the overall success of the program and also broaden the subcontractor's technical capability. The Offeror shall describe their management approach for enhancing Small Disadvantaged, Women Owned, HUB Zone and Service Disabled Veteran Owned Small Businesses technical capability. The Offeror's proposed subcontracting plan shall address the amount and type of work to be subcontracted to Small Business Concerns and identify the proposed subcontractors.

It is the policy of the Government to provide small business, veteran owned small business, service disabled veteran owned small business, HUB Zone small business, small disadvantaged business and women owned small business maximum practicable opportunity to participate as subcontractors, consistent with efficient contract performance. The offeror's support of this policy will be assessed from proposals submitted by large business in response to this solicitation that recognize the aforementioned subcategories of small business.

For reference, the Department of Defense's (DoD) FY2009 subcontracted goals for small business and small business subcategories are based on subcontracted dollars and are as follows.

Small Business (SB) – 37.2%

Small Disadvantaged Business Concerns (SDB) – 5%

Women Owned Small Business Concerns (WOSB) – 5%

HUB Zone Small Business Concerns (HZSB) – 3%

Serviced Disabled Veteran Owned Small Business Concerns (SDVOSB) – 3%

In defining the offeror's strategy in, the offeror's subcontracting plan shall:

- Describe the offeror's approach in identifying SB concerns
- The extent of participation of SB for this requirement and the total dollars planned to be subcontracted to SB, VOSB, SDVOSB, HZSB, SDB, and WOSB

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 36 of 41	FINAL
--------------------------------------	---------------	------------------	-------

- The complexity and variety of the work SB are to perform
- Address whether or not the Offeror included indirect costs in establishing subcontracting goals and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB, VOSB, SDVOSB, HZSB, SDB, and WOSB
- Demonstrate that Offerors SB strategy is consistent with its Small Business Subcontracting plan and detail the contract by contract record keeping procedures utilized to assure compliance with the plan as accepted
- Should the offeror not propose the DoD mandated goals, the offeror sub-contracting plan shall provide an explanation as to why

Sub Factor 2.b. - Subcontracting. The Offeror's past performance shall demonstrate ability to meet or exceed subcontracting and small business goals on previous contracts. For the references provided, the Offeror shall provide information depicting the Offeror's past performance in meeting or exceeding small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), historically black colleges and universities (HBCU)/minority institutions (MI's), historically underutilized business zone (HUBZone), veteran owned small business (VOSB), and service disabled veteran owned (SDVO), goals or explain why they were unable to meet the specified goals.

The offeror shall include with its proposal, Individual Subcontracting Reports (SF 294's) for three (3) of their past contracts and Summary Subcontracting Reports (SF 295's for the past three (3) years (FY09, FY08, FY07). Individual reports shall not be more than five (5) years old. If goals were not met for reporting periods, offeror's submittal should provide an explanation. The Offeror's past performance in Small Business Subcontracting will be evaluated as described in Section M under the Evaluation Factor, Small Business Subcontracting Past Performance

Small businesses are not required to submit subcontracting plans. However, they are required to include a small and small disadvantaged business utilization section in their proposal addressing SB, SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVO use on previous contracts.

SUBCONTRACTORS. Each subcontractor shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. Subcontractors shall include the DCAA Branch Office for their company, with the name, telephone number, and email address of the applicable DCAA Point of Contact who is familiar with their company.

Contractors shall ensure all teaming/subcontractors have been approved in accordance with the SEAPORT IDIQ contract requirements.

(5) DCAA AUDITS. Offerors shall submit their last DCAA Audit with their initial proposal for themselves as the (prime) and ALL subcontractor/teaming members if the DCAA Audit was conducted within the last twelve (12) months. If a DCAA Audit was not conducted within the last twelve (12) months, the Offeror is to state "No DCAA Audit within the last twelve (12) months." on their pricing proposal.

A DCAA Point of Contact shall be provided for the prime and each subcontractor. Point of Contact information shall include name, telephone number, and email address. Contractors shall provide an advance copy of the proposal to their cognizant DCAA office at the same time of submission of the proposal to the requiring activity.

(6) COGNIZANT DCMA OFFICE: Contractors shall provide their DCMA Point of Contact information. Information shall include name, telephone number, and email address.

(7) Any other evaluation information or data required by the solicitation.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 37 of 41	FINAL
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SECTION M EVALUATION FACTORS FOR AWARD

1.0 This Task Order is reserved for only those contractors, which have Zone 4 {Gulf Coast Zone} identified in section B of the MAC contract. Proposals from other contractors will not be considered.

2.0 The proposed task order will be for engineering, programmatic and technical support services to support the Surface Ship Radiated Noise Measurement (SSRNM), Fleet Sonar Self Noise (FSSN) and other Navy range acoustic test support programs in support of the Naval Undersea Warfare Center Keyport, Code 70, in accordance with the requirements found under Section C of the subject solicitation.

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.

3.0 The Government intends to evaluate proposals and award one 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. It is the responsibility of the Offeror to provide clear indications of how their proposal meets the requirements of the SOW. If the proposal is not clear, it may be an indication that the Offeror does not understand the requirements of the SOW.

4.0 ORDER OF IMPORTANCE: Offers will be evaluated in terms of technical, past performance, and cost/price. Technical is moderately more important than past performance. When technical and past performance factors are combined, they are significantly more important than cost/price. Within Factor 1 – Sub-factor 1 (a) Technical Approach and Capability is the most important sub-factor, with the remaining sub-factors being of equal importance, and Factor 2 – Past Performance, sub factor 2 (a) is significantly more important than sub factor 2 (b). The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

Although cost is important, it is NOT the most important evaluation factor. Offers will be evaluated and award will be based upon the best value to the Government. In making this determination, the Government is concerned with striking the most advantageous balance between, technical, past performance and cost factors. The closer the technical and past performance rates are to one another, the greater the importance of cost in making the award determination.

5.0 EVALUATION

5.1 EVALUATION FACTORS. The evaluation factors that will be used in evaluating and determining the offer which represents the best value to the Government are listed below:

Factor 1: Technical

- a. Technical Approach and Capability
- b. Risk Mitigation
- c. Personnel
- d. Management Plan

e. Utilization of Small Business Concerns

Factor 2: Past Performance

- a. Quality of Product or Service, Delivery/Completion Schedule, Cost Control, Business Relations, Management of Key Personnel
- b. Past Performance in Utilization of Small Business Concerns

Factor 3: Evaluated Cost and Price

5.2 EVALUATION METHODOLOGY. The evaluation methodology is as follows:

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 38 of 41	FINAL
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FACTOR 1: TECHNICAL

Factor 1 - Technical. The Government will evaluate each offeror's technical capability to perform the requirements in the solicitation depicted in Section C, considering the offeror's Capability, Experience and Personnel being proposed. Capability and Experience will be evaluated on how well it supports the needs and objectives defined in the statement of work. Emphasis will be placed on the achievement of technical capabilities without risking timely accomplishment of project goals. The feasibility, extent, and quality of the Offeror's technical understanding shall be evaluated based on a written proposal pertaining to a technical understanding of the SOW, and specifically the breadth, depth and scope of the Offeror's knowledge and understanding of the Navy's current and future objectives, systems, programs, concepts and requirements specifically within the context of Surface Ship Radiated Noise Measurement (SSRNM), Fleet Sonar Self Noise (FSSN) and other Navy range acoustic test support programs to meet Fleet ASW requirements.

Sub Factor 1.a – Technical Approach and Capability: Offeror's will be evaluated on the reasonableness and clarity of their technical approach as well as demonstrated proficiency in the following:

- Program Management Support
- SSRNM Trials Conduct Support
- Conduct Analysis of Fleet Sonar Self Noise (FSSN)
- Radiated Noise Measurement, Analysis and Reporting
- Data Management
- Fleet Liaison and Planning
- Engineering support for SSRNM Range Equipment

Redesign
Maintenance
Repair
Software

- Test Capability Development
- Technical review of SSRNM trials report documentation

Sub Factor 1.b – Risk Mitigation: Constraints/Anticipated Problems/Assumptions. Offerors will be evaluated on their ability to identify all relevant risks and provide a reasonable mitigation strategy for each risk.

Sub Factor 1.c – Personnel: The proposed staffing plan consisting of key personnel resumes will be evaluated on the quality of the personnel's knowledge, education, certifications, experience and other skills/abilities to accomplish the technical functions specified in the SOW and the following:

- Security Clearance: Ability to obtain and hold required security clearance.
- Qualifying Experience: Familiarity with and the ability to provide support to items identified in Sub Factor 1.a.
- Corporate Ability To Provide And Retain Qualified Personnel

Sub Factor 1.d – Management Plan: Offerors will be evaluated on their ability to demonstrate their methodology for management of the workforce in supporting concurrent alterations, while meeting the acceptable quality levels.

Sub Factor 1.e – Utilization of Small Business Concerns

The offeror's subcontracting plan will be evaluated as follows:

- The extent of participation of SB concerns in terms of value of the total proposed cost.
- The extent of SB concerns are specifically identified in the proposal
- The complexity of the work to be subcontracted to SB concerns
- The realism of the submitted subcontracting plan

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 39 of 41	FINAL
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FACTOR 2 - PAST PERFORMANCE

Past performance will be evaluated on the degree to which the Offeror satisfied its customers in the past and complied with applicable Federal, State, and local laws and regulations. Past Performance references for efforts providing applicable experience relative to Section C requirements will be given higher consideration. Offerors shall include an accessible point of contact, including name and telephone number, for each reference provided. The Government may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) that the Offeror was able to hire and retain qualified personnel necessary for successful completion of customer requirements. Additionally they may ask if given a chance would they select the same or a different Contractor and/or other questions related to the offeror's ability in the areas outlined in the subfactors identified for this Factor. The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. Government evaluators may utilize federal, state, and local past performance databases including, but not limited to the Contractor Performance Assessment Reports (CPARs) listed in the Past Performance Information Retrieval System (PPIRS). The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included on a submitted "Past Performance Reference Information" form. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

Sub Factor 2.a - The offeror's will be evaluated on a demonstrated capability to deliver products and services of high quality. Quality will be evaluated in terms of customer satisfaction, instances of rework, and/or deficiency reports, and evidence of effective and/or innovative work applications which were beneficial to the customer. The offeror's will be evaluated on the demonstrated timeliness of the contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements. The offeror's will be evaluated on a demonstrated effectiveness in forecasting, managing, and controlling contract cost. The offeror's will be evaluated on the demonstrated capability to achieve the integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior (to include timely identification and resolution of issues in controversy), and customer satisfaction. The offeror's demonstrated adequacy of the contractor's accounting, billing, and estimating systems; and the contractor's management of Government Property (GFP), if a substantial amount of GFP has been provided to the contractor under the contract. The offeror will be evaluated on their proven approach to systemic improvement. The offeror's will be evaluated on the demonstrated ability to select, retain, support, and replace, when necessary, key personnel.

Sub Factor 2b - The offeror will be evaluated on their past experience in meeting subcontracting goals and in contracting to small business concerns by submitting SF 294's from past performance references. Pursuant to FAR 15.305(a)(2)(v), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with subcontract plan goals for small business (SB) concerns, monetary targets for SB participation, and notifications submitted under FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting. Pursuant to DFARS 215.305(a)(2), the assessment will also consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns and FAR 52.219-9 Small Business Subcontracting Plan.

Small businesses are not required to submit subcontracting plans. However, they are required to include a small and small disadvantaged business utilization section in their proposal addressing SB, SDB, WOSB, HBCU/MI, HUBZone, VOSB, and SDVO use on previous contracts.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement. Past performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort will be given greater weight in the evaluation process.

For those offerors who are determined by the Government to have no relevant past performance information or for whom information on past performance is not available, no past performance rating will be given. Although the offeror will neither be evaluated favorably or unfavorably on past performance, the Government will consider the potential impact to successful performance of the requirements of the contract, which may result from the contractor's lack of relevant experience, in its overall risk assessment analysis.

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 40 of 41	FINAL
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Note that, if the contractor does not provide past performance information with its offer, the Contracting Officer need not pursue further information if it is clear that the Offeror's price is not competitive.

FACTOR 3: EVALUATED COST AND PRICE

The evaluation will be based on an analysis of the realism and completeness of the cost data, the traceability of the cost to the Offeror's technical proposal and the proposed allocation of man hours and labor mix. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this task order. If proposed costs are considered to be unrealistically low, including unrealistic labor and indirect rates, the Offeror's proposed costs will be adjusted upward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluated cost to the Government is an offeror's evaluated cost (including proposed fee) for the base year and the evaluated cost and evaluated prices for the option year and all optional requirements. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost data volume. The burden of proof for cost credibility rests with the Offeror. **Offerors are cautioned that to the extent proposed costs appear unrealistically low, the Government may infer either a lack of understanding of the requirements, increased risk of performance, and/or lack of credibility on the part of the Offeror.**

The Government will evaluate offers for award purposes by adding the total proposed costs for the base period of performance to the proposal costs for all options plus any adjustment for realism made by the government, plus proposed fee. Evaluation of the options will not obligate the Government to exercise the options.

The Government will evaluate offeror's proposed cost efficiency plans for a reasonable approach to providing and achieving additional cost/price efficiencies and reductions, schedule per month to achieve all cost/price efficiencies, and consistency with contractor's IDIQ contracts.

The Government will evaluate all large business offerors subcontracting plans for approach and completeness.

6.0 BEST VALUE & TRADE-OFF ANALYSIS

In determining the best value offer, the Contracting Officer may consider elements of a technical proposal that exceed the stated requirements, and are deemed to be of value to the Government. Offers will be evaluated on the basis of the best value to the Government; that is, selection of the best value offeror is to be based on a trade-off analysis and risk assessment, which takes into consideration the relative benefits of technical, past performance, and cost/price. Evaluations will consider benefits associated with strengths and risks associated with weaknesses. Risk assessment is the identification of potential risk to the Government. Technical understanding and capability and performance risk, based upon the technical understanding and capability and past performance evaluations, will be considered along with any associated cost risk.

Inherent in the trade-off analysis process is the assessment of risk, and its impact on contract performance. Using trade-off analysis the Government will determine the offeror that provides the best value to the Government. The Government reserves the right to award to other than the highest rated technical offeror and may award to a lower rated technical offeror with a lower evaluated cost/price.

No award will be made at other than a fair and reasonable price.

7.0 TASK ORDER AWARD:

(a) The Government intends to award a Cost Plus-Fixed Fee task order resulting 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.

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

(c) The Government intends to evaluate proposals and award a task order subsequent to the evaluation of initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and price and technical standpoint. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the

SOLICITATION NO. N00024-10-R-3121	AMENDMENT NO.	PAGE 41 of 41	FINAL
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Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.