

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3127		2. AMENDMENT NO.		3. EFFECTIVE DATE 02/19/2010		4. PURCHASE REQUEST NO. Various	
5. ISSUED BY Amy S Constant NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 amy.constant@navy.mil 360-315-6753				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			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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GENERAL INFORMATION

1. **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 35.9 to 36.8 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 and Attachment A (Estimated Workload) in a high quality, efficient, and cost effective manner.

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

4000				
4000AA	Transition Period / Phase In - Labor to provide services during the transition period in accordance with the Statement of Work (SOW). (TBD)	1.0 Lot		
4100				
4100AA	Base Year - Labor to provide services during the base year in accordance with the Statement of Work (SOW). (TBD)	1.0 Lot		
4100BA	Base Year Optional Services (2 FTE) - Optional services labor to provide optional services during the base year in accordance with the Statement of Work (SOW). (TBD) Option	1.0 Lot		
4100CA	Base Year Optional Services (3 FTE) - Optional services labor to provide optional services during the base year in accordance with the Statement of Work (SOW). (TBD) Option	1.0 Lot		
4200				
4200AA	Option Year One - Labor to provide services during	1.0 Lot		

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option year one
in accordance
with the
Statement of Work
(SOW). (TBD)
Option

4200BA Option Year One 1.0 Lot
Optional Services
(2 FTE) -
Optional services
labor to provide
optional services
during option
year one in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4200CA Option Year One 1.0 Lot
Optional Services
(3 FTE) -
Optional services
labor to provide
optional services
during option
year one in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4300

4300AA Option Year Two - 1.0 Lot
Labor to provide
services during
option year two
in accordance
with the
Statement of Work
(SOW). (TBD)
Option

4300BA Option Year Two 1.0 Lot
Optional Services
(2 FTE) -
Optional services
labor to provide
optional services
during option
year two in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4300CA Option Year Two 1.0 Lot
Optional Services
(3 FTE) -
Optional services
labor to provide
optional services
during option

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year two in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4400

4400AA Option Year Three 1.0 Lot
- Labor to
provide services
during option
year three in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4400BA Option Year Three 1.0 Lot
Optional Services
(2 FTE) -
Optional sevices
labor to provide
optional services
during option
year three in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4400CA Option Year Three 1.0 Lot
Optional Services
(3 FTE) -
Optional sevices
labor to provide
optional services
during option
year three in
accordance with
the Statement of
Work (SOW). (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000

6000AA Transition Period 1.0 Lot
/ Phase In - ODCs
(TBD)

6100

6100AA Base Year - ODCs 1.0 Lot
(TBD)

6200

6200AA Option Year One - 1.0 Lot
ODCs (TBD)

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Option

6300

6300AA Option Year Two - 1.0 Lot
ODCs (TBD)
Option

6400

6400AA Option Year Three 1.0 Lot
- ODCs (TBD)
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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7100

7100AA Option Year Four 1.0 Lot
- Labor to
provide services
during option
year four in
accordance with
the Statement of
Work (SOW). (TBD)
Option

7100BA Option Year Four 1.0 Lot
Optional Services
(2 FTE) -
Optional sevices
labor to provide
optional services
during option
year four in
accordance with
the Statement of
Work (SOW). (TBD)
Option

7100CA Option Year Four 1.0 Lot
Optional Services
(3 FTE) -
Optional sevices
labor to provide
optional services
during option
year four in
accordance with
the Statement of
Work (SOW). (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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9100

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9100AA Option Year Four
- ODCs (TBD)
Option

1.0 Lot

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Budget Policy, Direction, and Guidance is not authorized or included under this requirement. Under no circumstances shall the contractor be involved or have access to funding and analysis of tasks that directly affect their contract(s) or organization unless specific Organizational Conflict of Interest mitigation plans are in effect. Also, under no circumstances shall the contractor have access to or be responsible for the analysis of financial data and/or program performance of potential industry counterparts unless approved safeguards are in place per Organizational Conflict of Interest considerations.

1.0 BACKGROUND

1.1 The Contractor will provide critical financial and program management support services in multiple NUWC Keyport Departments. "Organizational Sectors" (NUWC Keyport Organizational Department Support and individual mission project support where current workload accomplished includes:

1.1.1 NUWC Keyport Department Support/Organizational Sectors:

1.1.1.1 Comptroller Department - responsible for ensuring that NUWC Keyport's funding and budgetary allocations are administered following all statutory, fiduciary, and regulatory requirements in accordance with 31 USC 1517. This Department is the official source for certifying financial statement information to upper management, both on and off station, for execution and budgeting data. Responsible for managerial accounting, prompt reporting of authorizations, commitments, obligations, recording of assets, liabilities, and expenses; monitoring processes of payments, timely billing of cost incurred against funding documents, prompt processing of these collections; and, measuring of performance. Receives and processes funding through accepted business practices; interprets Navy and DoD financial policies, guidelines and regulations which govern NUWC Keyport as a Navy Working Capital Fund Activity; and, researches complex financial issues, issues guidance and advice, and establishes policies on behalf of the Commander. Provides guidance and instructions for budget preparation, and provides oversight for corporate budget execution.

1.1.1.2 Maintenance, Engineering and Industrial Operations Department (Business and Planning Office) – USW Weapons and Vehicles Depot and intermediate repair capability, obsolete component repair, manufacturing, engineering solutions, and advanced rapid prototyping technology and repair capabilities. Department Business and Planning Office provides business and financial services; formulates business financial management plans and operating budgets; receives, accepts, and allocates funding to perform organizational element; monitors and reports progress against workload and business performance goals; planning, development, and funding of workload; and manpower projections and allocations.

1.1.1.3 In-Service Engineering and Integrated Logistics Support Department (Business and Planning Office) – Plans, organizes, and controls NUWC Keyport's efforts ensuring Fleet operational readiness through life-cycle support of USW Weapons and Combat Systems, supportability, planning, integrated logistics support, obsolescence management, engineered solutions, integrated USW system modernization support, and Alteration Installation Team (AIT) execution. Department Business and Planning Office provides business and financial services; formulates business financial management plans and operating budgets; receives, accepts, and allocates funding to perform organizational element; monitors and reports progress against workload and business performance goals; planning, development, and funding of workload; and manpower projections and allocations.

1.1.1.4 Systems Acceptance and Operational Readiness Department (Business and Planning Office) – Provides Pacific Northwest Range Management, USW Weapons and Product Acceptance and USW Systems test and operational assessment. Department Business and Planning Office provides business and financial services; formulates business financial management plans and operating budgets; receives, accepts, and allocates funding to perform organizational element; monitors and reports progress against workload and business performance goals; planning, development, and funding of workload; and manpower projections and allocations.

1.1.2 NUWC Keyport Projects/Organizational Sectors:

1.1.2.1 Foreign Military Sales

NUWC Keyport's Foreign Military Sales (FMS) Program provides logistics and technical support services for products such as MK46/M48 Torpedoes, Ranges, Mines, and Combat Systems subprograms. DOD Directive 5105.38M is utilized in addition to NUWC Keyport regulatory documents.

1.1.2.2 Underwater Tracking Range Equipment (UTRE) Project Management

NUWC Keyport is the ISEA for the UTRE Program which supplies weapon and shipboard pingers for Fleet Training Ranges and the Pacific Northwest Range. The ISEA provides production engineering, product improvement engineering, acceptance test &

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evaluation, quality assurance, procurement, provisioning and data management services.

1.1.2.3 NAVAIR Platforms Project Management

NUWC Keyport's role is in development of hardware and software systems associated with Naval Aviation Training including providing life cycle support for these systems. Specific tasks include development and refinement of Aviation Maintenance Training Continuum System Software Module (ASM), deployment of ASM to shore based and shipboard Naval activities, courseware test, evaluation and archival, development of and maintenance of platform task lists, engineering, test and support of information technology systems.

1.1.2.4 TPM V (Other Combat Systems)

TPM V supports a number of combat systems related to expeditionary warfare, coastal warfare, and ship's weapons. The support usually concerns design concepts, engineering models, system development, testing of concept and technical support for acquisition, manufacturing and hardware integration.

1.1.2.5 Weapons Logistics Support Branch

NAVSEA Keyport is the ISEA for Lightweight Torpedo Programs, the Integrated Logistics Support Agent (ILSA) for targets, and performs specific Heavyweight Torpedo In-Service Engineering (ISE) support functions for U.S. Fleet and Foreign Military Sales (FMS) customers. Technical responsibilities include

- o ISE functions for Lightweight Weapons, ASROC VLA, and Recoverable Exercise Torpedoes (REXTORP).
- o Lightweight REXTORP Design Agent and MK30 Target Integrated Logistics Support Agent.
- o Provide critical Heavyweight torpedo life cycle support functions including centralized logistics support.

NUWC Keyport is responsible for several specific functions beyond typical ISEA functions to support the Torpedo Enterprise Community including inventory analysis and management, Planning Cell operations and Centralized Logistics Support for the Intermediate Maintenance Activities.

1.1.2.6 Logistics Agencies Program – provides material, obsolescence management, and support for logistics and supply system customers, including depot repair, fabrication and custom engineered solutions (reestablishment of sources of supply, or improvement of supply infrastructure) for the Navy and Joint Services Department of Defense (DoD) and related customers. Customer Advocate is single point of contact to NAVICP, DLA Item Managers, and various item managers for Army, Air Force, Marine, and Coast Guard Inventory Control Points.

1.1.2.7 NAVAIR Platforms Program - Development of hardware and software systems associated with Naval Aviation Training including providing life cycle support for these systems. Specific tasks include development and refinement of Aviation Maintenance Training Continuum System Software Module (ASM), deployment of ASM to shore based and shipboard Naval activities, courseware test, evaluation and archival, development of and maintenance of platform task lists, engineering, test and support of information technology systems. Customer requirements coordinated with NAVAIR, Center for Naval Aviation Technical Training, and Command Naval Air Forces Managers.

1.1.2.8 NAVAIR Weapons Program

Provide systems engineering, design, acquisition, hardware integration, obsolescence, and engineering changes for the Tactical Tomahawk Weapons Control System (TTWCS) and common display console for NAVAIR PMA280, Tomahawk All Up-Around Program.

1.1.2.9 PEO Integrated Warfare Systems (PEO IWS): provides on-going Fleet support for in-service Aircraft Carrier Tactical Support Center (CV-TSC) systems. Fleet support includes all aspects of maintaining an effective CV-TSC capability in the Fleet. Provide hardware, software, logistics products and training support for deployed CV-TSC systems. CV-TSC is the hub for the aircraft carrier's organic USW capability.

1.1.2.10 Submarine Combat Systems – provides acquisition, logistics, in-service engineering, and training support, mechanical trainers, material and installation support for Submarine Non-Propulsion Electronics Systems. Customer requirements coordinated with NAVSEA Program Managers (PMS) in PMS392, PMS394, PMS398, PMS399, PMS401, PMS425, PMS435, PMS450, and NAVSEA 07.

1.1.2.11 USW Test and Evaluation (T&E) Resources and Independent Test Programs – responsible for design, development, production, in-service engineering for USW T&E Resources for Fleet Operational Readiness Check Sites (FORACS), Surface Ship Radiated Noise Measurement (SSRNM); Dabob and Nanoose Ranges; Technical Design Agent (TDA), In-Service Engineering Agent (ISEA), Intermediate Maintenance Activity (IMA) and Depot support for Fleet Pingers; Major Range Test Facility Base (MRTFB) Maintenance and Operation (M&O) and Improvement and Modernization (I&M) for Dabob & Nanoose Ranges; Trusted Agent and On-Site Technical Representative (OSTR) support to Commander, Operational Test and Evaluation Force (COMOPTEVFOR). USW Analysis and Assessment Customer Advocate support to SEA 62, COMOPTEVFOR, Director, Operational Test and Evaluation (DOT&E), Defense Test Resource Management Committee (DTRMC), Naval Air Systems Command (NAVAIR) 5.0A and NAVAIR 205.

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1.1.2.12 Product Test, Evaluation & Acceptance Projects Management - the USW Weapons and Product Acceptance Division, is responsible for conducting production acceptance of USW weapons and materials. The Division provides technical expertise, leadership and competency in the application of acoustic, magnetic and electronic test and evaluation systems. A wide range of engineering, consulting, operational and management services are employed in the process.

1.1.2.13 Weapons and Vehicles Program - responsible for programmatic oversight of the MK 30 Mod 1-2 Target, Lightweight Torpedoes (MK 46, MK 50, and MK 54), Vertical Launch Anti-Submarine Rocket (ASROC) (VLA), and in-service functions for the Heavyweight Torpedoes (MK 48 Mod 4-7). Provide program management efforts to support research and development test and evaluation, maintenance, repair, production acceptance, environmental stress testing, and In-Service Engineering Fleet readiness, for the various weapon and target programs. Accompanying these responsibilities are numerous sub-functions including the in-service oversight and support of the weapons intermediate maintenance activities, weapons and target depot, warshot facilities, Supply & Issue (S&I) sites, and fleet craft.

1.1.2.14 Enterprise Resource Planning (ERP) - The Navy ERP Program is an integrated mission support system that transforms and standardizes how the Navy manages its people, money, programs, equipment, supplies, and maintenance. Successful Navy command implementation of these business processes requires carefully planned and organized phased activities with specific timelines, sequences, and deliverables. The Navy ERP solution will be implemented across the Warfare Center Divisions, including NUWC Keyport October 2011 (FY12). The overall goal of N-ERP is to: modernize and standardize Navy Sea Enterprise operations by applying best commercial practices and streamlined, universal processes; have management visibility across the Enterprise by providing a comprehensive view of workforce, financial, acquisition, and supply chain status; increase effectiveness and efficiency by eliminating costly, limiting legacy systems and multiple information databases.

2.0 REFERENCES

2.1 The contractor shall comply with the following documents during the performance of work tasked under this statement of work (SOW). In those circumstances where the contractor's established in-house practices, procedures and systems, or commercial equivalent standards, are used, the contractor shall inform the government or any substitutes that are used. The government reserves the right to disapprove those substitutes.

- 2.1.1 31 United States Code 1517 (<http://uscode.house.gov/>)
- 2.1.2 DoD Financial Management Regulation 7000.14R, (www.dod.mil/comptroller/finman01.html)
- 2.1.3 DOD Directive 5105.38M, Security Assistance Management Manual (<http://www.dsca.osd.mil/samm>)
- 2.1.4 NAVSEA Style Guide 2000
- 2.1.5 SECNAVINST 5216.5D DoN Correspondence Manual
- 2.1.6 Microsoft Sharepoint Collaborative Working Environment User's Guidebook
- 2.1.7 NUWC DIVKPT 5238 Web Page Management at NUWC Division, Keyport
- 2.1.8 ILSMIS 5.0 Application Manual and Desk Guide (on-line)
- 2.1.9 Order for Work and Services - NAVCOMPT Form 2275
- 2.1.10 Request for Contractual Procurement - NAVCOMPT Form 2276
- 2.1.11 Order for Work and Service/Direct Citation - NAVCOMPT Form 2276A
- 2.1.12 NUWC Division, Keyport Directives System - KPT 5215
- 2.1.13 Usage of Portable Electronic Devices (PEDS) at NUWC Keyport - KPT 5239-16
- 2.1.14 Commander's Policy on the Use of E-Mail and Internet Access, 30 Sept 05
- 2.1.15 Intranet Publications within NUWC Division, Keyport Domain - KPT 5238.2-01
- 2.1.16 Usage of Government Owned Computing Devices - KPT 5239-15
- 2.1.17 National Defense Industrial Association (NDIA) Program Management Systems Committee
- 2.1.18 ANSI/EIA-748-A Standard for Earned Value Management Systems Intent Guide
- 2.1.19 NUWC DIVKPT 5090 Environmental Program Policy Manual

3.0 PERFORMANCE REQUIREMENTS

3.1 Management: The contractor shall ensure that all work meets performance objectives or standards specified or included in applicable documents. All work shall be performed within time limits specified; constraints present and schedule of customer's operations. The contractor is encouraged to recommend process improvements within specification and procedural boundaries to achieve efficiencies and cost savings.

3.1.1. Program and Financial Management reporting can be a high-paced, requirements reactive environment. Through Contractor on-going participation in Organizational Sector meetings with Government personnel, the Contractor will receive information utilized in setting milestones and performance objectives relative to specific subtasks and in accordance with specified contract requirements. When further clarification is required or the contractor believes direction is given that is not addressed in this statement of work, the Task Order Manager will issue a Technical Instruction. Any effort undertaken by the Contractor outside this statement of work is at the Contractor's risk and expense.

3.1.2. Attachments include the following:

- 3.1.2.1 Attachment 1: Estimated Workload Information
- 3.1.2.2 Attachment 2: Performance Summary Requirements
- 3.1.2.3 Attachment 3: Acronyms

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- 3.1.2.4 Attachment 4: DD-254 (Security Clearance Requirements)
- 3.1.2.5 Attachment 5: Cost Summary Format
- 3.1.2.6 Attachment 6: Breakdown fo Costs Format
- 3.1.2.7 Attachemtn 7: Kitsap County Wage Determination
- 3.1.2.8 Attachment 8: DTS Support Contractor Information Letter
- 3.1.2.9 Attachment 9: Contractor Safety Manual
- 3.1.2.10 Attachment 10: Contractor Guide to Environmental Compliance.

4.0 DESCRIPTION OF SERVICES

4.1 Service requirements in this statement of work will be performed throughout previously discussed organizational sectors - Section 1.9 of this document. Organizational sectors will require their own blend of services discussed below. For clarification on requirements refer to Attachment 1 – Estimated Workload.

4.1.1 Budget Preparation

Contractor shall support Customer Advocates, Program Analysts, Technical Project Managers, Department and Project Management Staff in budget development.

Budgets are developed utilizing Program Sponsors Work Breakdown Structures (WBS) and further defined into individual, executable work packages.

Budgetary development support includes document generation and revision tracking, historical data maintenance, impact statement development and tracking, and review of work packages to identify and report anomalies to Government Analysts.

Maintain budget documentation in electronic files for Government request of ad hoc queries.

Update budget data throughout fiscal year - maintaining original as baseline, scope, funding, and modifications.

Support Budget Analysts in Task Assignment document generation. Task Assignments define project scope, workyear allocations, project milestones, and funding allocations. Documents are provided to Budget Analyst for review and further action.

Workload estimate:

Budget – supports each identified organizational sector’s annual budget review. Expect budget package preparation process to last approximately one month a year with approximately ten, individual, updates throughout remainder of fiscal year.

Task Assignment – approximately five documents each month per identified organizational sector.

4.1.2 Project Quoting

Utilizing Request for Quote (RFQ) notification from Government personnel, Contractor shall coordinate data gathering and quote package generation that will be provided as a draft for review and further action. Quote packages may contain various documents (integrated schedules, project plans, engineering drawings, e-mails, etc.) consisting of text, tabular, financial, schematic, and graphical data.

Contractor, in some cases, shall: research and analyze various DoD, Department of Navy, Warfare Center, NUWC Keyport Production and Asset Management Databases; including Weapon System File (WSF), Haystack, and Web Customer Account Tracking System (WEBCATS) to identify part, National Item Identification Number (NIIN), quarterly demand, backorder, unit cost, repair turn around time, and other pertinent logistics data.

Analyze research data and report logistics forecasting and demand information.

Develop and maintain spreadsheet to track quote status from RFQ received date to quote or project completion. Identify RFQ development status, action item assignments, milestone dates, schedules, financial data, and full quote package status. Status spreadsheet is updated daily.

Analyze quote package data, identify anomalies and potential areas of concern, work with Government personnel to develop and recommend problem resolutions.

Upon NUWC Keyport acceptance of funding relating to quote packages, Contractor will review funding documents to update quotes and project fields to include Project or Work Order Number, Fund Source Number, Acceptance date, Contingency date, Work Completion Date, Funds Expiration Date and all pertinent financial data for funded project.

As quoted workload is being executed, Contractor will research Shop Workload Management System (SWMS) and the Keyport Automated Shipping System (KASS) to track project deliveries via Government delivery documents Forms DD1149, DD250 and Shop Orders. Status of deliveries will be reported to project team as needed, but not less than weekly.

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When project deliveries are complete Contractor will maintain hardcopy and electronic data for each project quote and note completion of project on quoting status spreadsheets.

Workload estimate:

Approximately 35 quote packages a month per identified organizational sector requiring quote development support.

4.1.3 Program/Project Planning Documentation

Contractor shall support Customer Advocates and Project Team Leads in research, analysis, development and maintenance of various technically complex program/project planning/execution documents in efforts to successfully meet cost, schedule, and performance objectives. Planning documentation may be reported at program, project, work package, or corporate NUWC Keyport levels and can be text, tabular, and graphical data.

Planning documentation requirements vary within each organizational sector. Contractor shall work with government personnel to identify specific requirements and appropriate reporting mechanisms. Examples of current planning documentation requirements include:

- o Program/Project integrated Plan of Action and Milestones (POA&M)
- o Integrated (workload, financial, and resource planning) Baselines
- o Business/Project Plans
- o Technical and engineering program/project requirements
- o Technical Data Packets aiding procurement decision
- o Ship's availability and installation scheduling
- o Program Government Furnished Inventories
- o Weekly technical briefings – reporting status of each work package
- o Project risk assessments
- o Program/project funds expenditures, expiring, funds, financial trends
- o Program/project executive summaries
- o Test procedures
- o Engineering Change Proposals
- o Configuration Management – review of engineering drawings, document changes to parent/child relationship, parts lists
- o Research and develop web links to gain project source data
- o Hardware delivery schedules and metrics
- o Project Work Breakdown Structures and metrics – by individual task, associated hours, cost, and schedule data
- o Research Studies

Workload estimate: Approximately 15 complex documents generated/updated per month per identified organizational sector.

4.1.4 Workload Planning

Using NUWC Keyport's Workload Planning, Program/Project Management System contractor shall work with government personnel to develop and maintain workload planning information.

Data development and database population includes data entry/updates of multi-year workload and cost planning, management of carry-over multiple funding sources, and setting of annual baselines (labor, material, contracts, travel, etc).

Workload estimate: Initial workload planning update during budget preparation process – annually. Assume 15 annual updates after initial input.

4.1.5 Work Acceptance Database

Customer Advocates identify and align workload/tasks to appropriate Product Area Directorates. Database management of this process is conducted in utilization of the Work Assignment Website (WAW).

Contractor shall support data entry into the WAW and will work with Customer Advocates to populate data as required. Fields include, but are not limited to: task descriptor, Program Officer Sponsor detail, fiscal year and funding data, core equity identification, technical authority, private sector capabilities, Title 10 requirements, and SeaPower 21 framework alignment.

Workload estimate: Approximately 20 task packets per year per identified organizational sector.

4.1.6 Outgoing Funding Document Preparation

Contractor shall generate outgoing NUWC Keyport funding documents. Government Program Analyst will provide pertinent data and document will be generated using NAVCOMPT Forms 2275, 2276, or 2276A.

When document is complete Contractor shall notify Program Analyst who will process further requirements.

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Workload estimate: Approximately two outgoing documents per month per identified organizational sector.

4.1.6.1 Comptroller Department – specific outgoing funding document preparation requirements:

Using Department of Defense, Department of Navy, Warfare Center, and NUWC Keyport corporate financial and project systems, contractor shall process outgoing funding documents and maintain outgoing funding document files. This process includes the following elements:

- Update supply database with obligation, deletion, or amendment transactions for all NUWC Keyport Departments
- Accomplish funding document corrective actions and/or amendments for all NUWC Keyport Departments
- Create and maintain spreadsheet identifying all outgoing NUWC Keyport funding documents
- Create and maintain (scan/file) electronic and/or hard copy of originals and acceptance/rejection copies of all outgoing documents binders by corresponding fiscal year.
- Generate report of unreceived acceptance copies not received within 30 business days of document issuance.
- Download and print final status of funds report from DFAS website on monthly basis and process in NUWC Keyport's supply database.

Workload estimate: Approximately 160 outgoing documents per month

4.1.7 Requisition Status

Using NUWC Keyport Logistics Management Information Systems, the Contractor shall develop and provide status reporting relating to NUWC Keyport procurements. Typical reporting data elements include requisition status in Supply Department, item descriptor, quantities, funds, vendor, etc.

Reports include text, tabular, and graphical data.

Contractor shall also generate requisition status reports in response to various program/project data calls. Reporting requirements are clarified through project team participation.

Workload estimate: One weekly requisition status report provided on Tuesdays, approximately ten requisitions reported. Four quarterly reports – one each quarter

4.1.8 Financial Status Report Development and Maintenance

Using Department of Defense, Department of Navy, Warfare Center, NUWC Keyport corporate financial and project systems, the Contractor will provide various financial status reports.

Financial reporting cycle (daily, weekly, monthly, and quarterly, annually) is computer generated and validated/certified by Government personnel. After validation notification, the Contractor shall utilize data to develop financial status metric reports in government accepted format compatible with current program documentation. Reporting clarification relating to individual project report data fields and periodicity of requirements is clarified during regularly scheduled Project Team meetings.

Reports include text, tabular, and graphical data reflecting funding trends and various expenditure rates.

Common reporting fields include but are not limited to: Funds Source Number, Job Order Numbers, Customer Order Numbers, Customer Order Description, Funding Acronym, Technical Project Manager Code, Customer Advocate Code, Program Sponsor Code, Product Area Director Code, Fund Status, Funds Expiration Date, Funds Limit, Expenses Inception-to-date and year-to-date, Funds Appropriation, Billing Code, Shop Code, Contingent Liabilities, Obligations, Document Number, Billing Categories, Labor Hours and Dollars.

Contractor shall also generate financial reports in response to various program/project data calls. Reporting requirements are clarified through Project Team participation.

Reports are reviewed for accuracy and completeness and provided initially as draft documents. Identified anomalies will be flagged and reported to Government personnel. Government personnel will take corrective action, provide data to Contractor and then final reports can be generated and provided both electronically and paper copy.

Contractor shall maintain all reports in historical, computerized files.

Workload estimate: Approximately ten recurring financial status reports and two ad hoc data call responses per month per identified organizational sector.

4.1.9 Performance Business Indicators

Utilizing data compiled from various Government performance tracking systems, the Contractor shall develop and maintain critical, continuous key performance indicators assisting major stakeholders in cost, schedule, and performance project assessments.

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Indicators may be reported at project, program, or corporate NUWC Keyport levels and can be text, tabular, and graphical data.

Performance indicators vary within each organizational sector. Contractor shall work with Project Team Lead to identify performance indicator requirements and appropriate reporting measurement mechanisms. Examples of current performance indicators include:

- o Earned Value Management – WBS, work package, and project level reporting
- o Project Expenditure Trends – project baseline projections vs. actual expenditures; project over guidance/new funds, and forecasts. Using labor, material, travel, training, service cost center, and other expense categories
- o Funding level projection and expenditures by appropriation
- o Production Control – first pass yields, output levels, workload capacity, efficiency rates, production deliveries, and lost shop time.
- o Integrated project schedule milestone progress and risk area assessment
- o Hardware Delivery – review of procurement progress, material delivery dates, project milestone accomplishments
- o Customer Feedback – survey review and analysis reporting
- o Various reports at Station, Department, Division, Technical Project Manager, Customer Advocate, Project, Program Project Identification, Fund, Job Order Number, Customer Order Number levels relating to:

Workyears

Overhead/Service Cost Centers

LEAN Cost Savings Metrics

Direct Funds

Contractor shall analyze and review each report for accuracy, completeness, and identification of unexpected trends and anomalies. Performance indicator areas of concern will be identified and reported to Project Lead for development and implementation of problem resolution.

Reports are delivered electronically, often uploaded to project team share points and paper copy.

Approximately one design packet a month for large graphical display requirements per identified organizational sector.

4.1.10 Presentation Material/Briefing Packets

Contractor shall respond to Project Team briefing material requirements identified during regularly scheduled meetings.

Briefing materials are multi-faceted and vary with each briefing packet. Packet material can include presentation outlines, templates, scripts, spreadsheets, charts, graphics, text/tabular data, video, photos, and engineering schematics. Material utilized includes updates of previous briefings or newly generated data.

Common briefing material packets are developed and presented in Microsoft PowerPoint formats. NUWC Keyport design guidance is provided in NAVSEA's Style Guide 2000.

Contractor may also design display material for tradeshow or conferences utilized for information displays. Determinants are provided based on conference requirements and Project Team clarification. Draft design packet is provided to Government personnel for review. Contractor incorporates final changes and provides electronic and paper copy to Government personnel. This effort is purely a design function. Developed of final product into large display material is generated elsewhere.

Overnight and express shipments may be required to meet customer needs (approximately two shipments a month on this task order).

Workload estimate: Approximately four briefing packets, twenty pages each, a month per identified organizational sector. Approximately one design packet a month for large graphical display requirements per identified organizational sector.

4.1.11 Action Item Tracking/Reports

Contractor shall develop and maintain a Project Team Action Item Report.

Product Team actions are assigned to project team members and data provided for database inclusion is provided to Contractor through Project Team meeting discussions, Program Sponsor websites, e-mail notification, travel reports, etc.

Contractor shall assimilate data, develop and update action item data tracking system to include descriptor of action, lead assignment, date assigned, date due, status reports, and status comments. Project specific reporting fields will be determined by Project Team Lead.

Report will be maintained on Project Team computer servers and SharePoint's for Team accessibility.

Data will be updated on a weekly basis or more often if unusual influxes of actions are received.

Contractor shall review report for accuracy and completeness. Identified anomalies should be reported to Project Team Lead.

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Workload Estimate: Maintenance of one action item report per identified organizational sector. Approximately 25 action item updates per month.

4.1.12 Technical Resource Center

Contractor will maintain Technical Resource Center/Library storage of all Unclassified project specific documentation.

Contractor shall inventory, catalog, and maintain a computer-generated inventory of Resource Center with common data and use library check out system to track location of documents as Project Team members require use of data. Resource Center inventory will be updated monthly or more often if unusual influx of data storage requirement occurs.

Current stowage is accomplished both paper copy and electronically. As Project Teams continue to migrate towards less paper copy document storage, documents will need to be scanned, cataloged, and stored on team share points or computer servers. Scanners and storage cabinets will be provided by the Government to accomplish this task.

Contractor shall perform document research requirements. Document requirement will be defined at Project Team meeting. Internet, Program Executive Office web-portals, and other research techniques will be utilized to find required data.

Workload requirements: Inventory of project team documentation currently exists. Expect four updates per month per identified organizational sector.

4.1.13 Team SharePoint's/Websites:

Contractor shall design, develop and maintain project SharePoint's/websites for Project Team application and include most currently updated project documentation.

NUWC Keyport SharePoint's are designed and maintained utilizing Microsoft SharePoint in conjunction with guidance provided by NUWC Keyport's Information Technology Department. "CA/PL COP User's Guidebook for Microsoft SharePoint (V2.0)"

Contractor shall maintain list of share point inventories and coordinate update schedules with project team members as data updates occur.

Workload estimate: Assume one SharePoint per identified organizational sector with ten updates per month.

4.1.14 Project Team Meetings

Contractor shall attend various Project Team meetings including project team status checks, internal/external reviews, tradeshows/conferences, video teleconferences, phonecons, etc. that are often attended by Program Executive Office Program Sponsors, other field activity personnel, and senior management officials.

Contractor participation in such meetings is to gain further understanding of NUWC Keyport's project requirements/milestones relating to associated functional area that Contractor supports.

Majority of team meetings are held on-site. Travel requirements to external meetings are reflected in paragraph 5.8.1 - Estimated Travel Requirements. Travel reports including meeting requirement/descriptor, dates attended, location and summary of meeting discussions will be provided to Project Team Lead and TOM within five business days upon return.

Meeting preparation - Contractor shall provide technical and logistical support for Project Team meetings and coordinate with both government and other contractor personnel for task accomplishment. Support may include:

- o On-site and off-site conference room coordination
- o Development of draft agendas and requests and coordination of pamphlets, brochures, and other media*.
- o Attendee lists including names, Team role, phone number, e-mail address, etc.
- o Data packets for meeting attendees including copies of all briefing materials
- o Recording meeting minutes
- o Technical data packages
- o Coordinate / Prepare Mock-up booth set-up (Keyport)
- o Set up booth both off-site and on-site

*End user will coordinate with the Graphics Contract Task Order Manager (SEATOM) to issue a Technical Instruction Letter (TI) for Graphics Contractor. After issuance of TI, contractors will communicate / coordinate until task order accomplishment.

4.1.15 Specialized Functional Area requirements:

Following requirements/information is provided that is deemed organizational sector specific.

4.1.15.1 Comptroller Department Support

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Comptroller Department Budget Division:

4.1.15.1.1 Incoming Funding Document Processing and Billing

Using Department of Defense, Department of Navy, Warfare Center, NUWC Keyport corporate financial and project systems, contractor will process incoming reimbursable and direct cite funding documents in the Sponsor Owned System (SOS) from receipt through final billing. This process includes the following elements:

Daily requirements:

- o Receive/retrieve funding documents electronically, email or in hard copy form and enter to SOS; scan document and post to electronic document folder.
- o Prepare and route funding documents for government acceptance signature when notified by SOS. Process signed funding document in SOS.
- o Review, analyze, research, and correct Defense Industrial Financial Management System (DIFMS) 7310-142 SOS to DIFMS funding interface error report, and Job Order Numbers that exist in DIFMS but not SOS. Enter corrections to SOS or DIFMS.
- o Report and track SOS funding discrepancies and programming errors as they occur to the SOS NUWC Keyport Lead.
- o Process closures in SOS according to the 97 percent and expired funds reports.
- o Create, modify, and reset SOS accounts and passwords when notified by the User Profile System.
- o Create and maintain (scan/file) electronic and/or hard copy incoming document folders.

Workload estimates:

Funding documents –15 per day
SOS discrepancies – 5 per day
SOS accounts/passwords – 2 per day

Weekly requirements:

- o Update Job Order Number (JON) estimate, status code fields and check for obligations in preparation for final billing of customer order(s).
- o When final billing is in process, verify and print obligation documents, change status indicator in SOS and DIFMS to initiate final billing. Upon completion of final billing close the funding tree; Customer Order Number(s) (CON), Funding Acronym (ACRN), and Sponsor Code (SPON), and Funding Document.
- o Process change orders on expired funds per government provided documentation.

Workload estimates:

JON estimates – 25 JONs/week
Final billing – 35 closures/week
Change orders – 10/week

Monthly requirements include:

- o Expenditures report
- o Calibration Report

Comptroller Department, Accounting Division:

4.1.15.1.2 Accounting/Financial Documents and Payment Package Preparation

Using Department of Defense, Department of Navy, Warfare Center, and NUWC Keyport corporate financial systems contractor will support processing of all incoming NUWC Keyport Invoices. Functions include:

Date/time stamping of each invoice upon receipt from NUWC Keyport mail distribution process.

Data entry: log invoice receipt, invoice number, vendor name, financial data and date of receipt in Accounting Office Log Tracking Sheet.

Scan invoice and upload electronic copy in to SharePoint. (Government provided scanner)

Analyze and review invoices for accuracy against original purchase order data. Identify invalid invoices and provide data to Government project team personnel for further review and action.

Valid invoices are segregated based on invoiced item - receipt of services or material.

Receipt of services – Contractor provides invoice data to end user for payment approval.

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Receipt of material – Contactor researches requisition database for receipt acceptance information.

Upon Government payment approval, Contractor review, enter, and reconcile payment office and supply database data.

Contractor shall review final invoice payment data packets for completeness and accuracy and will provide to Government Certifying Officer for approval.

Review unmatched disbursements data reported on other material and services rejected transactions. Coordinate reconciliation process with project team members.

Research bankcard cash transaction rejections and provide information to Government project team leads for further review and action.

Reporting requirement: Provide monthly invoice status report to project lead by the 10th of each month. Data reported should include, at a minimum, (monthly data):

Number of invoices processed through Invoice Certification Module (ICM)

Number of invoices processed outside of ICM (manually input)

Number of invoices returned to vendor and decision factors

Interest payment statistics

Workload estimate: Approximately 3,000 invoices/year

4.1.15.1.3 Labor Support

Using data from NUWC Keyport's replicated labor database, allocated/unallocated labor reports, weekly Civilian Labor Distribution summary and the Labor Detail Transaction listings, develop and maintain weekly spreadsheet depicting dollar and hour balances.

Generate labor/dollar data report upon receipt of the gross reconciliation file and provide to project team for reference.

Upon receipt of the gross pay file, reconcile against workyear/payroll data and review comparison report for accuracy and completeness.

After the last financial run of the fiscal year, provide an Object Class Report to budget and accounting personnel for annual labor totals.

Workload estimate: Balancing process occurs with daily, bi-weekly, monthly and annual workyear/payroll data.

4.1.15.1.4 Travel Compensatory Time (Payroll)

Contractor shall review and calculate travel compensatory time for input into the Defense Civilian Pay Service by government personnel.

Workload estimate: Approximately 3,000/year travel comp time forms calculated.

4.1.15.1.5 Travel Review and Verification

Maintain travel documentation in electronic files for Government request of ad hoc queries. Prepare and route travel documentation for government acceptance. Process signed documents. In using the Defense Travel System (DTS) contractor personnel must acknowledge they have read and understand their responsibilities and authorized duties by signing the attached Support Contractor Information Letter (Attachment 8).

Workload estimate: Approximately 5,000/year DTS Travel Authorizations.

Comptroller Department, Financial Systems Support:

4.1.15.1.6 Batch Processing/Schedule Support

Utilizing NUWC Keyport's Comptroller Department Batch Processing/Schedule Operational Procedures and Production Schedule contractor will provide batch processing/schedule and operational support of NUWC Keyport's financial corporate applications and collateral information systems. Functions include:

- o Coordinating the planned schedule and assist in the execution of regularly scheduled production job streams supporting the Defense Industrial Financial Management Systems (DIFMS) and local Management Information Systems. Coordinating the planned schedule may include working with Comptroller personnel and with external customers (DFAS and NUWC, Division Newport).

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Workload estimate: Approximately 8 job streams for coordination and oversight.

o Ensure trouble calls that impact scheduled production job streams are identified on dayshift and that the Comptroller Department is kept informed via email.

Workload estimate: Approximately two trouble calls a month.

o Generate and maintain Schedule Support Operational Procedures and Batch Processing Production Schedules
o Perform standard data back-ups and data recoveries on corporate servers maintaining financial data.

Workload estimate: Back-ups are done on a monthly basis. Recoveries are on-demand with an expected turn around of one work day.

o Perform standard system administrative duties. This includes resetting application passwords as requested; troubleshooting User Account access problems received via phone call or email; distributing Users documentation upon request; establishing a data folder for newly developed reports in central repository; building metrics and charts on performance; and answering occasional department data calls.

Batch Processing/Schedule Support Overall Workload Requirement:

Scheduled production jobs are required to be completed between 6:30-7:00 a.m. Pacific Time each business day.

Schedule coordination and data transmission to external customers is required to be completed between 5:00-5:30 p.m. Pacific Time each business day.

On rare occasion where these time requirements change, clarification will be provided via a Technical Instruction issued by the TOM.

4.1.15.2 Obsolescence Management Information System TM (OMIS) Support

4.1.15.2.1 OMIS TM Vendor Surveys

Contractor shall manually check OMIS TM items, which cannot be automatically checked for obsolescence status using electronic data sources. This includes conducting telephone surveys of vendors using a database form (web based) that is provided by the government customer. When necessary, e-mail an off-line form to a vendor to be filled out, returned via e-mail, and import into the web-based survey application.

Workload estimate: 50 Vendor Surveys per month.

4.1.15.2.2 Perform Technical Assists

Conduct research on component and assemblies to locate alternate sources of support or to recommend resolution/migration options. Summarize findings in a Technical Assist Report, in a government provided format, and provide the report to the government customer.

Workload estimate: 30 Technical Assists per month.

4.1.15.2.3 OMIS TM Data Validation and Integrity Support

Utilize OMIS TM to review component types, sourcing issue statements, COTS color code data, adjusting and correcting as necessary to ensure the validity of data. Review supplied Duplication Reports, researching duplication data and correcting as necessary.

Workload estimate: 100 Part Reviews per month

4.1.15.2.4 Technical Data Analysis (TDA)

Gather specifications and data sheets for various electronic, mechanical and electro-mechanical COTS and component items upon request. Provide initial parametric comparisons of data sheets to make a preliminary recommendation on alternate/equivalent replacement parts. Summarize findings in a Technical Data Analysis Report using a provided government format and provide the report to the government customer.

Workload estimate: 100 Part Reviews per month

5.0 GENERAL REQUIREMENTS

5.1 Standards of Conduct – The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be

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necessary. Each employee is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the Federal Government.

5.1.1 Employee Removal – The government may require transfer/removal from this Task Order any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility or its population.

5.1.2 Organizational Conflict of Interest – Any organizational conflict of interest shall be addressed in accordance with clause HQ C 2-0037 Organizational Conflict of Interest (NAVSEA) (June 2000) of the basic contract.

5.2 Digital Data Management - The Contractor shall be responsible for the digital generation, reception and electronic delivery of data. All data shall be developed, managed, used, and exchanged electronically to the greatest extent practicable. The Contractor shall maintain compatibility with the World Wide Web (WWW) browser, electronic mail (e-mail), and software used by NUWC Keyport throughout the life of the Task Order. NUWC Keyport operates the current version of Microsoft Office products and Adobe Acrobat.

5.3 Electronic Transmission - Unless indicated otherwise, all unclassified data shall be delivered by E-Mail, using software compatible with the NUWC Keyport WWW browser, E-Mail System, and software. Classified data shall not be transmitted electronically on unclassified network.

5.4 Electronic Mail - Use of e-mail shall not relieve the contractor from compliance with other areas of this Task Order requiring other types of communication. E-mail communication can not change the scope of this Task Order other than directly from the Contracting Officer. If the Contractor feels they have received direction that is not within the scope of the Task Order, they shall notify the Task Order Manager (TOM) within 48 hours of receipt of direction. Contractor must receive a ruling or contract modification before complying to out of scope requirement.

5.5 Office Space - Task Order requires Contractor to work within NUWC Keyport; the Government shall provide work space, telephone, and computer and office supplies.

5.6 Management Plan - The Contractor shall establish and maintain a Management Program during contract performance incorporating details of performance requirements. 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 organizational structure, assignment of functions, duties and responsibilities, procedures and policies, all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives and reporting requirements contractual tasks.

5.7 Hours of Operation:

Normal hours of operation at NUWC Keyport are 0700-1530 Pacific Standard Time, Monday through Friday, except Federal holidays and a Holiday Shutdown of approximately 40 hours.

Alternate work schedules and absences used by the Contractor must not negatively impact contract deliverables or project schedules.

5.8 Travel Requirements - Travel will be required in the performance of this Task Order. All travel will be identified to the Contractor through use of Technical Instructions issued by the TOM identifying purpose, dates, and locations of travel. All travel must be in accordance with the Joint Travel Regulations (JTR). Any travel costs exceeding those allowed under JTR will not be reimbursed.

5.8.1 Estimated Travel Requirements:

Functional Area	# of travelers	# of trips	days per trip	Location	
				Departure	Destination
Ranges	1	1	5	Keyport, WA	Washington, D.C.
	1	2	5	Keyport, WA	San Diego, CA
	1	1	5	Keyport, WA	Newport, RI
Underwater Tracking Range Equipment Project	1	1	5	Keyport, WA	Pearl Harbor, HI
	1	1	5	Keyport, WA	Newport, RI
NAVAIR Platforms	1	1	6	Keyport, WA	San Diego, CA
	1	1	6	Keyport, WA	Washington, D.C.
Q70	1	8	3	Keyport, WA	Washington, D.C.
Logistics Agencies Program	1	2	5	Keyport, WA	Mechanicsburg, PA

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	1	1	5	Keyport, WA	Philidelphia, PA
	1	1	5	Keyport, WA	Patuxent River, MD
OMIS	1	1	4	Keyport, WA	Palm Springs, CA

5.9 Government Furnished Property (GFP) – GFP is not expected in execution of this task order.

5.10 Key Personnel:

The Contractor shall provide capable personnel necessary to accomplish all contract work and services within the Government specified performance parameters and timeframes and will provide training opportunities, when necessary, to maintain contractor capabilities/skill to coincide with changing technology environments.

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.

Desired experience for Contractor's supporting this statement of work should include the ability and experience in;

- o Budget development/analysis and workload and resource project execution planning
- o Independent analysis of multi-faceted data and development of complex, cohesive studies/reports depicting various cost, schedule, and performance indicators.
- o Independent development and analysis of detailed project status data, identifying anomalies, and recommending strategic resolutions
- o Compilation of various financial reports into clear, concise, reporting documents
- o Performing in high-paced environment with effective prioritization/execution of multi-tasked projects and workload requirements
- o Professional interaction with upper echelon Command, Program Sponsor and Program Management personnel.
- o High proficiency of Microsoft products including Access, Excel, Outlook, Project, PowerPoint, Visio, Word, SharePoint, and Internet Explorer Browser
- o Communicating effectively both orally and in writing
- o Working in an environment operating under Navy Working Capital Funds principles and understanding of regulatory requirements including US Code 1517 and DoD Financial Management Regulation 7000.14R
- o Technical understanding and experience with NUWC Keyport's program/project areas discussed in the statement of work noted as "organizational sectors".

5.11 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.

5.12 Environmental Compliance Requirements: 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 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 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.

5.12.1 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 NUWCHINST 5090.1.D, Code 90 Environmental Protection and Compliance Program, NUWCKPT Directive 5090, Environmental Program Policy and Manuals, and OPNAVINST 5090.1C Environmental and Natural Resources Program Manual.

5.13 Performance of Service during Emergency: In the event of a national emergency, contractor personnel may be required to support ongoing operations.

5.14 Emergency Requirements: The Contractor shall have a manager or designee available by phone/pager to support schedule

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changes. The manager shall respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the TOM.

5.14.1 Closures: During periods of government closure due to Acts of God, Holiday Shutdown, National Day of Mourning, weather, security or safety evacuations no direct charges will be allowed for contractor personnel unless work is performed. See Section H, Early Dismissal and Closure of Government Facilities, for additional information.

5.15 Overtime: Overtime (OT) may be required to support emergent requirements. Approximately 1435 hours of overtime is anticipated (this is inclusive of what is listed in the SOW for the base year. Overtime is expected to remain approximately the same hours (1435) for Option Years one and two and reduce to 905 hours in Option Years three and four). The contractor shall provide a monthly accounting of Overtime hours used with respective justification. The TOM 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 Contracting Officer (KO) to be followed up in writing within three (3) working days.

5.16 Security requirements: 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; SECNAVINST 5510.36, Information Security Program Regulation (17 Mar 99); SECNAVINST 5510.30A, Personnel Security Program; NUWC DIVKPT 5510, The Information and Personnel Security Program Manual; the NUWC DIVKPT Physical Security Manual 5530; and the NUWC Information Assurance Program Manual, NUWC DIVKPT 5239. 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.

Contractor personnel supporting this Task Order on-site Keyport require a security clearance level of Up to Secret.

- o Spaces: Up to Secret
- o Equipment: Up to Secret
- o Documents: Up to Secret

5.17 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.

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)(3), 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.

5.18 Technical Instruction Letters:

Based on the requirements contained in the performance work statement (PWS), the contractor shall be issued Technical Instruction Letters by the 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 PWS or change the intent of the PWS. TI Letters shall not authorize Personal Services.

All changes to the PWS 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 PWS.

6.0 REPORTING REQUIREMENTS

6.1 Quality Management System - The Contractor shall establish a Quality Management System (QMS) manual that reflects their Quality Control Program. Copy of the QMS manual is to be provided to the TOM within 14 days of contract award.

6.2 Monthly Reports:

6.2.1 Financial/Progress Report - The Contractor shall be required to submit a monthly, (electronic) in contractor format, Financial/Progress Report by the 20th of each month to the TOM. Report will include:

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Financial: Data is provided by organizational sector, with associated accounting data (CLIN/SLIN). At a minimum, include budgeted, funded, invoiced, remaining balances and percent depletion rates.

Work Execution - Detail of all work performed/accomplishments by functional area.

Issues - Identification of problems encountered and corrective actions taken for resolution.

Watch List - Anticipated problems / deficiencies and recommended solutions.

6.2.2 Efficiency Report:

The contractor shall provide a quarterly report showing any cost savings (labor hour reductions) gained through efficiencies. The quarterly reports will also show projected efficiencies. 90-120 calendar days prior to the end of the each performance period, the contractor shall demonstrate actual and planned cost savings gained through efficiencies with a presentation and written report provided to the Government.

6.2.3 Travel Reports

Travel reports including meeting requirement/descriptor, dates attended, location and summary of meeting discussions will be provided to Project Team Lead and TOM within five business days upon return.

6.2.4 Travel Documentation

Travel documentation including receipts and a spreadsheet of expenses for each trip will be provided to the TOM within five business days upon return.

7.0 TRANSITION PLAN

7.1 Phase In/Phase Out Plan: The contractor shall provide phase-in/transition services. Transition services to begin 1 July 2010, (or date of award if award date is after 1 July 2010) through 31 July 2010. Phase-in / transition services shall be limited to only those services required to prepare for full performance of services.

7.2 Phase In/Observation: During the phase in for this contract, contractor shall participate in a joint walk through. Additionally, the government will provide task familiarization training for selected tasks. Non-selected task familiarization may be arranged through the Contract Office. Any costs associated with training for these areas will be considered part of the basic effort.

7.3 Phase Out: In addition to the clause "continuity of services" (Federal Acquisition Regulation (FAR) 52.237-3), contractor shall give support to and cooperate with any successor that may be designated prior to the expiration of this contract. Phase in assistance may be required during the final 90 days of this contract. The incumbent contractor shall comply in good faith with any successor contractor to provide reasonable access to employees and employee records for recruitment efforts.

7.4 With respect to any such employees who are offered positions by the successor contractor, contractor further agrees to release, without penalty, any employee who chooses to accept employment by successor contractor. This obligation shall not require contractor to release an employee prior to the end of performance under this contract if such early release would affect contractor's ability to perform its obligations. Contractor shall make available to successor contractor copies of maintenance instructions, records, processes, etc developed in the performance of this contract. Contractor shall make available historical data developed and documented in the performance of this contract. Contractor agrees to execute formal transfer of GFP, as applicable. Phase out assistance of this contract is considered within the scope of the contract and no adjustment to estimated costs.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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 Summary (Attachment 2). 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.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000AA	7/1/2010 - 7/31/2010
4100AA	8/1/2010 - 7/31/2011
6000AA	7/1/2010 - 7/31/2010
6100AA	8/1/2010 - 7/31/2011

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

4100BA	8/1/2010 - 7/31/2011
4100CA	8/1/2010 - 7/31/2011
4200AA	8/1/2011 - 7/31/2012
4200BA	8/1/2012 - 7/31/2013
4200CA	8/1/2011 - 7/31/2012
4300AA	8/1/2012 - 7/31/2013
4300BA	8/1/2012 - 7/31/2013
4300CA	8/1/2012 - 7/31/2013
4400AA	8/1/2013 - 7/31/2014
4400BA	8/1/2013 - 7/31/2014
4400CA	8/1/2013 - 7/31/2014
6200AA	8/1/2011 - 7/31/2012
6300AA	8/1/2012 - 7/31/2013
6400AA	8/1/2013 - 7/31/2014
7100AA	8/1/2014 - 7/31/2015
7100BA	8/1/2014 - 7/31/2015
7100CA	8/1/2014 - 7/31/2015
9100AA	8/1/2014 - 7/31/2015

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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

Laurie R Berbells, 02A
610 Dowell Street
Keyport, WA 98345-7610
laurie.berbells@navy.mil
360-396-2040

CONTRACTING OFFICER

Monique Klose
610 Dowell Street
Keyport, WA 98345
monique.klose@navy.mil
360-315-2215

CONTRACT SPECIALIST

Amy Constant
610 Dowell Street
Keyport, WA 98345
amy.constant@navy.mil
360-315-6753

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

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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

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)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H Clauses shall be in accordance with Section H of SeaPort Multiple Award IDIQ contracts.

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

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to

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perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

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

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

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLIN(s)/SLIN(s) 4000AA, 4100AA, 4100BA, 4100CA, 4200AA, 4200BA, 4200CA, 4300AA, 4300BA, 4300CA, 4400AA, 4400BA, 4400CA, 6000AA, 6100AA, 6200AA, 6300AA, 6400AA, 7100AA, 7100BA,

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7100CA, 9100AA are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

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

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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 delivery 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.

H1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H2 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

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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.

A. 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.

B. 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.

C. 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.

H3 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 (NACLIC) 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, 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.

H4 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

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(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.

H5 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. 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.

H6 CONTRACTOR PICTURE BADGE

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(a) A contractor picture badge may be issued to contractor personnel by NBK-Keyport Pass & ID Office upon receipt of a valid visit request from the Contractor and a picture badge request from the SEATOM. A list of personnel requiring picture badges must be provided to the SEATOM to verify that the contract or delivery/task order authorizes performance at NUWC DK prior to completion of the picture badge request.

(b) An automobile decal will be issued by NBK-Keyport Pass & ID Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to NBK-Keyport Pass & ID Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

H7 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

(End of clause)

H8 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically,

electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include

computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) NUWC DK may release to individuals employed by NUWC DK support contractors and their

subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited

release of its confidential business information.

(c) Circumstances where NUWC DK may release the contractor's or subcontractors' confidential business information include the following:

(1) To other NUWC DK contractors and subcontractors, and their employees tasked with assisting NUWC DK in

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handling and processing information and documents in the administration of NUWC DK contracts, such as file room management and contract closeout.

(2) To NUWC DK contractors and subcontractors, and their employees tasked with assisting NUWC DK in accounting support services, including access to cost-reimbursement vouchers.

(3) To NUWC DK contractors and subcontractors, and their employees tasked with assisting NUWC DK in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) NUWC DK recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. NUWC DK will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) NUWC DK determines that access is required by other NUWC DK contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by NUWC DK employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection

to confidential business information that would be provided by NUWC DK employees, and

(5) NUWC DK contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) NUWC DK's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If NUWC DK satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

(End of clause)

H9 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe

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weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy.

Contractors shall follow their disclosed charging practices during the task order period of performance and shall not follow any verbal directions to the contrary. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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SECTION I CONTRACT CLAUSES

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.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to task order expiration; 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 (5) years.

(End of clause)

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

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Employee Class	Monetary Wage – Fringe Benefits
01012 Accounting Clerk II	GS4 - \$14.31
01013 Accounting Clerk III	GS5 - \$16.01
14044 Computer Operator IV	GS7 - \$19.83
01261 Personal Assistant I	GS4 - \$14.31
01262 Personal Assistant II	GS5 - \$16.01
01263 Personal Assistant III	GS6 - \$17.85

(End of clause)

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 Attachment G for the Service Contract Act Wage Determinations included in this task order.

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.

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

52.219-6 Notice of Total Small Business Set Aside (June 2003)

52.224-1 Privacy Act Notification (April 1984)

52.224-2 Privacy Act (April 1984)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Estimated Workload

Attachment 2: Performance Summary Requirements

Attachment 3: Acronyms

Attachment 4: Form DD254

Attachment 5: Cost Summary Format

Attachment 6: Breakdown of Costs Format

Attachment 7: Wage Determination 05-2560 (Rev 13)

Attachment 8: DTS Letter

Attachment 9: Contractors Safety Manual

Attachment 10: Contractors Guide to Environmental Compliance (Rev 08-09-22)

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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.

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L – INSTRUCTIONS TO OFFERORS

1.0 The Government contemplates award of a Cost Plus-Award Fee (CPAF) 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. 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 D.

(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

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solicitation.

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

(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 Section H of the basic 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 Section H of the basic contract, TASK ORDER PROCESS.

5.0 GENERAL:

5.1 PURPOSE: To provide Program/Financial Management support services at NUWC Keyport. The contractor shall perform all tasks required and delineated in the Statement of Work for Program/Financial Management and supports NUWC Keyport's cross-organization efforts. Section C of the solicitation delineates the technical skills and knowledge envisioned as required to successfully performing the work. All work shall be performed within time limits specified, constraints present and the customer's schedule. The services outlined herein are currently performed by INDUS Technology, Inc. via Contract N00178-04-D-4067 FY01.

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 seven (7) calendar days after issuance of this solicitation. In the event of system outages, offerors may submit questions requesting clarification via electronic mail to Ms. Amy Constant at the following address: amy.constant@navy.mil. Questions received after seven (7) days of posting this solicitation shall not be entertained.

6.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS:

6.1 PROPOSAL FORMAT: 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 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:

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(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/sub-factors. 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/sub-factor will be considered.

6.3 PROPOSAL CONTENT:

(a) Proposals shall demonstrate understanding of the requirements and the proposed method of completing 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:

(1) **TECHNICAL PROPOSAL** (NOT TO EXCEED 20 pages in total)

The Government will evaluate each offeror’s technical capability to perform the requirements in the solicitation depicted in Section C, considering the offeror’s ability to demonstrate capability and experience, project management and experience, and/or subcontractors proposed for project execution. Resumes for proposed key positions shall be included in this section (no more than one page per resume). Resumes will not be included in the page count.

Sub-factor 1.a: Capability and Experience (limited to 15 pages) will be evaluated on how well the offeror’s proposal demonstrates the offeror’s ability to support 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. It is anticipated that the range of expertise required to perform tasks described in the SOW may necessitate the use of multiple contractor personnel; therefore, it is not a requirement for the contractor to propose dedicating one or more personnel on a full-time basis to the performance of work on this task

Sub-factor 1.b: Project Management (limited to 5 pages) must include the offerors approach to project management of program/financial management services that encompass NUWC Keyport station-wide efforts and management of individual organizational sectors as outlined in Section C. The project management plan will be evaluated on the offerors approach for overall project management, project execution methodology, schedule, communication plans, and subcontracting plans. The contractor shall provide evidence of their methodology to track and report funds depletion estimates and a summary of work completed during the reporting period based on efforts by organizational

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sector of the statement of work by CLIN/SLIN of the resulting Task Order.

Sub-factor 1.c: Personnel - The contractor shall include the contractor and/or subcontractor's personnel and their skills and abilities to accomplish the technical functions outlined in the Statement of Work.

1. Key personnel matrix and resumes (limited to 3 pages for the Key Personnel Matrix and 1 page per resume for key persons listed in the Key Personnel Matrix.) Resumes shall be provided for all key personnel. Personnel will be evaluated on the quality of the contractor and/or subcontractor personnel's education, experience, related qualifications, certifications, and other skills and abilities to accomplish the technical functions with regard to the statement of work. Resumes should clearly demonstrate, at a minimum, ability and experience in:

- budget development, workload and resource project execution planning
- independent analysis of multi-faceted data and development of complex, cohesive studies/reports depicting various cost, schedule, and performance indicators.
- independent development of detailed project status data, identifying anomalies, and recommending strategic resolutions
- compilation of various financial reports into clear, concise, reporting documents
- performing in high-paced environment with effective prioritization/execution of multi-tasked projects and workload requirements
- professional interaction with upper level Program Management personnel.
- high proficiency of Microsoft products including Access, Excel, Outlook, Project, PowerPoint, Visio, Word, Sharepoint, and Internet Explorer Browser
- communicating effectively both orally and in writing

Desired experience includes:

- Working in an environment operating under Navy Working Capital Funds principles and understanding of regulatory requirements including US Code 1517 and DoD Financial Management Regulation 7000.14R
- Technical understanding of program/project areas discussed in Statement of Work notes as "organizational sectors."

2. Offeror shall identify personnel for contract performance. Offeror shall identify the applicable labor categories and personnel that are proposed as key personnel and provide resumes (limited to 1 page per resume) for all proposed personnel that best demonstrate the capability and experience to perform the tasks detailed in the Statement of Work. At a minimum, resumes shall identify employee name, years of experience, training, skills, unique or special qualifications or certifications, current level of security clearance, positions held and tenure with the firm, and pertinent education.

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

Past Performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government may contact some of each offeror's customers to ask whether or not they believe: (1) that the offeror was 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) if given a chance would they select the same or a different contractor. The Government may consider past performance information obtained from sources other than those identified by the offeror, including Federal, state and local government agencies, better business bureaus, published media and electronic data bases. Only past performance that is relative to the activities

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outlined in the SOW will be evaluated. It is the responsibility of the offeror to relate past performance to the SOW.

Sub Factor 2.a: Quality of Product or Service: The offeror's 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.

Sub Factor 2.b: Delivery/Completion: The offeror's demonstrated capability to satisfy customer requirements for contract completion.

Sub Factor 2.c: Cost Control: The offeror's demonstrated capability to provide contract services at or below their initially proposed costs; the ability to limit direct labor cost growth, the ability of the offeror to control indirect costs, the consistency of the offeror's accounting practices with regard to allocation of costs.

Sub Factor 2.d: Business Relations: The offeror's demonstrated capability to assess 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.

Sub Factor 2.e: Management of Key Personnel: The offeror's demonstrated ability to select, retain, support, and replace, when necessary, key personnel.

Government evaluators may avail themselves of various federal, state, and local past performance databases including, but not limited to, [Past Performance Information Retrieval System \(PPIRS\)](#), and Contractor Performance Assessment Reporting System (CPARS). 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 "Contractor Performance Data Sheet." Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

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 additional 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.

(3) COST/PRICE PROPOSAL

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Offeror will provide a cost efficiency and price reduction plan (limited to 5 pages), which reflects, at a minimum the cost efficiency percentages contained in the Contractor'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.

A cost summary shall be submitted in the format of Attachment E of Section J, "Cost Summary Format". Additional narrative should be attached, to provide a breakdown of other direct costs and describe derivation of labor rates, use of uncompensated overtime, base to which indirect rates are applied, etc.

Offerors shall complete and submit Attachment F of Section J, Breakdown of Costs Format, outlining the labor costs and other direct costs for each year for the base services, first optional services and second optional services for each task identified on Attachment F.

The cost proposal shall be a separate volume/attachment. NO cost or pricing information shall appear in the technical proposals. The offeror shall provide sufficiently detailed information as to allow the Contracting Officer to determine the reasonableness of the proposed costs. The prime contractors shall be responsible for justifying the reasonable of each subcontractor's costs.

Other Direct Costs (ODCs) estimated for this requirement shall include the estimated travel and any other costs that are charged direct (with the exception of labor) as outlined in the Statement of Work. The ODC estimates must be included in price proposal of the offer. The offeror must include the basis for including additional costs other than those estimated by the Government. Offerors shall burden these estimates with applicable indirect rates (i.e. G&A, Material Handling). Offerors shall not apply fee to material/ODC and travel estimates.

(4) 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.

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SECTION M EVALUATION FACTORS FOR AWARD

SECTION M – EVALUATION CRITERIA

1.0 This Task Order is reserved for only those contractors, which have Zone 7 {Northwest Zone} identified in section B of the MAC contract. Proposals from other contractors will not be considered.

2.0 NUWC Keyport intends to award one Cost-Plus-Fixed Fee (CPFF) task order for the procurement of program and financial management support services to provide support to NUWC Keyport cross-organizational efforts. Attention is directed to the basic contract Section H, 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 Section H of the basic contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16. 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 the Technical Performance factor, the sub factor order of importance is the following: Capability and Experience will be weighted moderately higher than Personnel which will be weighted moderately higher than Project Management.

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 Performance

- a. Capability and Experience
- b. Personnel
 - 1) Personnel Matrix
 - 2) Resumes (No Names)
- c. Project Management

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Factor 2: Past Performance

Factor 3: Evaluated Price

5.2 EVALUATION METHODOLOGY. The evaluation methodology is as follows:

FACTOR 1 – TECHNICAL PERFORMANCE: The Government will evaluate each offeror's technical qualifications to perform the requirements in the solicitation described in Section C of the solicitation by considering the offeror's capability and experience, project management approach, and personnel and/or subcontractors proposed for project execution.

Sub-factor 1.a: Capability and Experience (limited to 15 pages) will be evaluated on how well the offeror's proposal demonstrates the offeror's ability to support the needs and objectives defined in the Statement of Work. Emphasis will be placed on the achievement of technical capabilities within performance requirements as defined in Attachment C (Performance Requirements Summary). It is anticipated that the range of expertise required to perform tasks described in the SOW may necessitate the use of multiple contractor personnel; therefore, it is not a requirement for the contractor to propose dedicating one or more personnel on a full-time basis to the performance of work on this task.

Sub-factor 1.b, Personnel will be evaluated on the quality of the contractor and/or subcontractor's personnel and their skills and abilities to accomplish the technical functions outlined in the Statement of Work.

1) **Key personnel Matrix and Resumes.** Personnel will be evaluated on the quality of the contractor and/or subcontractor personnel's education, experience, related qualifications, certifications, and other skills and abilities to accomplish the technical functions with regard to the SOW. The identified personnel will be evaluated with regard to knowledge, skills, and experience in the following areas:

- budget development and workload and resource project execution planning
- independent analysis of multi-faceted data and development of complex, cohesive studies/reports depicting various cost, schedule, and performance indicators.
- independent development of detailed project status data, identifying anomalies, and recommending strategic resolutions
- compilation of various financial reports into clear, concise, reporting documents
- performing in high-paced environment with effective prioritization/execution of multi-tasked projects and workload requirements
- professional interaction with upper echelon Command, Program Sponsor and Program Management personnel.
- high proficiency of Microsoft products including Access, Excel, Outlook, Project, PowerPoint, Visio, Word, SharePoint, and Internet Explorer Browser
- communicating effectively both orally and in writing

Desired experience includes:

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- Working in an environment operating under Navy Working Capital Funds principles and understanding of regulatory requirements including US Code 1517 and DoD Financial Management Regulation 7000.14R
- Technical understanding and experience with NUWC Keyport's program/project areas discussed in the statement of work noted as "organizational sectors".

Sub-factor 1.c, Project Management will be used to evaluate the offeror's approach for project management of program/financial management services encompassing station-wide efforts at NUWC Keyport and the individual organizational sector requirements as shown in the statement of work. Project management approach and experience will be evaluated.

2) Offeror shall identify labor description for contract performance. Offeror shall identify the applicable labor categories that are proposed as key personnel and provide resumes (limited to 1 page per resume) for all proposed personnel (No Names, position description (i.e. budget analyst, program manager, etc.)) that best demonstrate the capability and experience to perform the tasks detailed in the Statement of Work. At a minimum, resumes shall identify labor description, years of experience, training, skills, unique or special qualifications or certifications, current level of security clearance, positions held and tenure with the firm, and pertinent education.

FACTOR 2 - PAST PERFORMANCE.

Past Performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, State, and local laws and regulations. The contractor shall provide three (3) references. Reference information shall include: Point of Contact name, email address, phone number, contract number, contract value, brief description of the services performed and how it relates to the services under this contract, and the company's role, i.e. prime contractor or subcontractor. The Government will contact the offeror's references to ask whether or not they believe: (1) that the offeror was 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) if given a chance would they select the same or a different contractor. The Government may consider past performance information obtained from sources other than those identified by the offeror, including Federal, State, and local government agencies, better business bureaus, published media and electronic data bases. Only past performance that is relative to the activities outlined in the statement of work will be evaluated. It is the responsibility of the offeror to relate past performance to the statement of work.

Information utilized will be obtained from these references as well as any other sources who may have relevant information (for example, the Navy's Red/Yellow/Green R/Y/G Program, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), and DLA's Mechanization of Contract Administration Services system). The Government may research offeror performance on any federal, state, local, and commercial contract of the offeror that is known to the Government. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

The relative importance of individual past performance references will vary in correlation to the relevance of the provided past performance information to the solicited supply with respect to size, scope, and complexity. While no information provided will be ignored, the contract references more similar to the item to be provided under the contract subsequent to this solicitation may be given greater weight, both positive and/or negative. Offerors with past performance data will be evaluated in the same manner as all other evaluation factors; however, those offerors with no past performance data will neither be evaluated favorably nor unfavorably.

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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

The evaluation will be based on an analysis of the realism and completeness of the cost data, the traceability of the cost to the offeror's capability data and the proposed allocation of man hours and labor mix. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the offeror's proposed costs will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government's estimate of the offeror's most probable costs. 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 years. 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 unrealistic; the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror.

The Government will evaluate offers for award purposes by adding the total evaluated costs for the base period of performance to the evaluated cost for the option periods. Evaluation of the options will not obligate the Government to exercise the options.

Offeror will provide a cost efficiency and price reduction plan, which reflects, at a minimum the cost efficiency percentages contained in the Contractor'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.

Although price 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 price factors. The closer the technical and past performance rates are to one another, the greater the importance of price in making the award determination.

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.

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

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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-Award 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-7 of the contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.