

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3157		2. AMENDMENT NO.		3. EFFECTIVE DATE 02/12/2010		4. PURCHASE REQUEST NO. None	
5. ISSUED BY Nelson F Nailat NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 nelson.nailat@navy.mil 805-228-0606				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 03/02/2010 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		

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 2 of 2	FINAL
--------------------------------------	---------------	----------------	-------

GENERAL INFORMATION

This requirement is 100% Set-Aside to Small Business concerns registered in Zone 6.

Incumbent Contractor: General Dynamics Information Technology

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 1 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Year: TechRep Engineering and Logistics Support (TBD)	1.0 Lot			
4100	Option Year One: TechRep Engineering and Logistics Support (TBD) Option	1.0 Lot			
4200	Option Year Two: TechRep Engineering and Logistics Support (TBD) Option	1.0 Lot			

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Base Year: TechRep Engineering and Logistics Support (TBD)	1.0 Lot	
6100	Option Year One: TechRep Engineering and Logistics Support (TBD) Option	1.0 Lot	
6200	Option Year Two: TechRep Engineering and Logistics Support (TBD) Option	1.0 Lot	

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)

CLINs 4000, 4100 and 4200 and all SLINs referenced under CLINs 4000, 4100 and 4200 of this Task Order are Cost Plus Fixed Fee (CPFF).

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 2 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

CLINs 6000, 6100, and 6200 and all SLINs referenced under CLINs 6000, 6100, and 6200 of this Task Order are Other Direct Costs (ODCs) (Fee is not authorized).

The Base Period of this Task Order will be Cost Plus Fixed Fee and the Option Periods will be Cost Plus Fixed Fee (if Options are exercised).

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

HQ B-2-0010 NOTE B - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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

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

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

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 3 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

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

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

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE
[TYPE](FEB 1997)**

This entire contract is cost type.

Other terms and conditions are in accordance with Section B of the Seaport-e Multiple Award Basic Contract.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 4 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel (s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0005 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees,

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 5 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 6 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 7 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 8 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY (FIXED PRICE-CONTRACTS)" (FAR 52.245-2) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

HQ C-2-0028 GOVERNMENT SURPLUS PROPERTY (NAVSEA) (SEP 1990)

No former Government surplus property or residual inventory resulting from terminated Government contracts shall be furnished under this contract unless (i) such property is identified in the Special Contract Requirements or (ii) is approved in writing by the Contracting Officer. Notwithstanding any such identification in the Special Contract Requirements or approval by the Contracting Officer, the Contractor agrees all items or components described in this requirement shall comply in all respects with the specifications contained herein.

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 9 of 61	FINAL
--------------------------------------	---------------	-----------------	-------

avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 10 of 61	FINAL
--------------------------------------	---------------	------------------	-------

contract for default.

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

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

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

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

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

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

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

HQ C-2-0045 QUALIFICATION OF CONTRACTOR NONDESTRUCTIVE TESTING (NDT) PERSONNEL (NAVSEA) (APR 2004)

(a) The Contractor and any Nondestructive Testing (NDT) subcontractor shall utilize for the performance of required NDT, only Level I, II and III personnel currently certified in accordance with NAVSEA Technical Publication T9074-AS-GIB-010/271, ACN Notice 1 of 16 Feb 99. Documentation pertaining to the qualification and certification of NDT personnel shall be made available to the Contracting Officer for review upon request.

(b) These requirements do not apply with respect to nuclear propulsion plant systems and other matters under the technical cognizance of SEA 08. Because of health and safety considerations, such matters will continue to be handled as directed by SEA 08.

Performance Work Statement

Performance Work Statement

TECHREP ENGINEERING AND LOGISTICS SERVICES

1.00 BACKGROUND

1.01 This Task Order shall provide TechRep Engineering and Logistics support services to the PEO IWS TechRep Office located in Tucson, AZ.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 11 of 61	FINAL
--------------------------------------	---------------	------------------	-------

1.02 The PEO IWS TechRep Office was established as an extension of the PEO IWS Program Office (PEO IWS 3) to provide direct and dedicated on-site technical direction and control of the Surface Navy Missile and AEGIS BMD (ABMD) Programs at Raytheon – Tucson, AZ. The office consists of 20 government engineering and technical personnel located at the Raytheon Tucson Airport site in Bldgs. 801 and 802. In addition, the office has two off-site activities in Camden, AR; and Boston, MA. The office provides integrated engineering and programmatic support for missiles in production (SM-1/2 MR & RAM, and ESSM), development and other missile efforts (SM-3 & SM-6) to include advance programs and international efforts. In addition, the office provides matrix engineering and logistic support in the areas of missile software, test equipment, missile hardware, Government Owned material (GOM) management, and configuration management.

2.00 SCOPE

2.01 This Task Order shall provide TechRep Engineering and Logistics Support Services to support the Program Manager Representative’s mission to the Standard Missile and ABMD Technical Representative Office PEO IWS 3TR (TechRep). Services necessary to support the mission include:

2.01.a Systems Engineering

2.01.a.1 Hardware

2.01.a.2 Software

2.01.a.3 Test Equipment

2.01.b Logistics Support

2.01.c Program Office Support

2.01.d Information Technology Support

3.00 PWS STRUCTURE

3.10 The Performance Work Statement (PWS) is structured to follow a standardized, modular format with selected text contained in designated paragraph blocks. Paragraph numbering is in ascending order but may be non-sequential and may skip blocks of numbers. This does not in and of itself denote missing text. Paragraphs (1.00) through (9.99) and Paragraphs (90.00) through (99.99) contain consistent groupings of general requirements (such as personnel qualifications, location of work, general deliverables) as well as informational and explanatory text, whereas Paragraphs (10.00) through as far as (89.99) contain specific technical tasking. Not all blocks of paragraph numbers will be used.

3.20 The Performance Work Statement (PWS) in this Task Order is subdivided into separate subtask paragraphs. These are grouped to collect similar work and information under overall paragraph block headings as follows.

Paragraph 1.00 – Background

Paragraph 2.00 – Scope

Paragraph 3.00 – PWS Structure

Paragraph 10.00 – System Engineering

Paragraph 20.00 – Logistics Support

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 12 of 61	FINAL
--------------------------------------	---------------	------------------	-------

- Paragraph 30.00 – Program Office Support**
- Paragraph 40.00 – Information Technology Support**
- Paragraph 90.00 – Special Considerations**
- Paragraph 91.00 – Location of Work**
- Paragraph 92.00 – Guidance**
- Paragraph 93.00 – (RESERVED)**
- Paragraph 94.00 – General Deliverables**
- Paragraph 95.00 – Provision of Support in Foreign Jurisdictions**
- Paragraph 96.00 – Government Furnished Property**
- Paragraph 97.00 – (RESERVED)**
- Paragraph 98.00 – (RESERVED)**
- Paragraph 99.00 – Definitions**

3.30 Paragraphs may exist at levels of indenture below the header paragraph sections shown above. Funding may be applied against paragraphs at any level of indenture as appropriate and as defined by contract or task order modification.

10.00 System Engineering

10.10 Scope. The Contractor shall provide **Hardware Engineering and Management support.** Duties shall include participation as an **Integrated Product Team (IPT) member, in all technical and programmatic matters associated with the planning, development, implementation, review, production and life-cycle support of SURFACE MISSILES hardware development.** Serves as technical authority and resident expert across all SURFACE MISSILES variants for all technical and programmatic matters in missile software development including; missile guidance, 6-DOF simulations, and any hardware related to guidance, navigation, control, propulsion and kill vehicles/warheads as applied to tactical missiles. Provides technical advice, and influences via technical inputs and reports major projects, proposals, roadmaps, and course of activity for Technical instruction (TI) and design efforts. Participates in in Change Control Boards (CCB), and peer reviews (informal and formal) along with design reviews. Coordinates communication between the RMS engineering community and government agencies (IWS3A, ABMD, Applied Physics Lab (APL), PHD, China Lake). Reviews development documentation and supports the overall management of the effort including Technical Instruction (TI) activities. Serves as Government Witness/Observer in integration activities, qualification tests, and test readiness reviews. Reviews schedules and risk assessments for reasonableness. Assists with planning and task allocations associated with on-going and start-up activities. Develops agendas and templates for program reviews, and review systems engineering documents. Leads joint program Community Governing and Contractor Integrated Product Teams (IPT's) dealing with problem identification and resolution to missile problems, reviews progress, and redirects efforts within the cost and schedule constraints through coordination with the Director of Engineering. Provides technical advice and recommendations in support of Permit-to-Ship, major engineering and design/readiness reviews, such as Preliminary Design Review (PDR), Critical Design Review (CDR), Missile Readiness Review (MRR), and Mission Control Panel (MCP).

10.11 The contractor shall provide hardware systems engineering support to the TechRep and RAM Program Office (RAMPO). The contractor shall provide support to Government

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 13 of 61	FINAL
--------------------------------------	---------------	------------------	-------

TechRep in directing, coordinating, and managing all programmatic and technical efforts to integrate RAM Missile and Launcher. Tasks include generating agendas and attending technical meetings, preparing technical presentation material in an appropriate business format using the Microsoft Office suite of applications, generating minutes and tracking action items, reviewing technical plans and reports and providing recommendations, and generating technical documentation. The contractor shall coordinate with Raytheon and provide technical assistance to the Government TechRep to generate budget requirements, develop Technical Instructions (TIs), and track all expenditures to the TIs throughout the performance period. Specific task include: Technical oversight of Rolling Airframe Missile Guided Missile Launching System (RAM GMLS) production practices and testing, new development, and Life Cycle Support, Primary on-site representative in Louisville for Test Equipment validation and evaluation of in-progress testing, Chair for TechRep the Class 1 GMLS Configuration Control Board and recommend approval for ECP's, RFDs, and RFWs to TechRep, Responsible for conducting technical review and determining readiness for government acceptance of new production systems, Recommends to TechRep resolution of QDRs/warranty claims between the government and contractor, Principle representative for TechRep within the Contractor's Failure Reporting and Corrective Action System, Reviews production failures, assists in determining failure root causes, identifies and analyzes failure trends, provides guidance in accordance with RAMPO directives for all Failure Review Board items, Coordinates RAM Community wide GMLS technical concerns in support of the ISEA, including resolving emerging fleet time-critical repair/replacement problems, and assistance in meeting fleet installation requirements, Performs technical and cost review of engineering changes which affect systems in production, planned for production, or fleet systems which require retrofit and provide recommendations to TechRep. Provide technical and programmatic analysis in support of Project Planning and budget preparation for future development work, including new TE, impact of proposed new hardware configurations on existing production costs, TechRep Representative for supporting the contractor Obsolete/Obsolescence Parts Review Board, Act as the TechRep representative to coordinate and present a government community position in all matters, arbitrating and coordinating such positions within government activities as necessary, Provide on-site management of GFE/GFM and ORDALT kits by making a condition based asset Surface Missile sent to resolve receipt issues , coordinate temporary use of government resources to solve production problems, and oversight of bonded storage areas, Coordinates between RAMPO and appropriate German Navy representatives for matters affecting configuration control, Review and analyze contractually required data submitted by Raytheon and provide comments and recommendations regarding inaccuracies and omissions to TechRep, Observes/witness and evaluate design and engineering development tests conducted by Raytheon which have special engineering significance, Participate in various GMLS Integrated Production Team (IPT), Quality Assurance (QA), and Quality Deficiency Review (QDR) Meetings provide technical input and weekly reports on actions and activity from these meetings, Review and evaluate Raytheon's submitted proposals for technical approach, adequacy of work statement, data items and responsiveness for proposal and Assists the Contracting Officer, when required, in preparation of contract modifications, Conduct analyses of GMLS production status, schedules, financial accounting and trends, and other programmatic issues and provide written reports to the Government TechRep.

10.12 The Contractor shall provide Software Engineering and Management support. Duties shall include participation as IPT member in all technical and programmatic matters

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 14 of 61	FINAL
--------------------------------------	---------------	------------------	-------

associated with the planning, development, implementation, review, production and life-cycle support of SURFACE MISSILES Software development. Serves as technical authority and resident expert? across all SURFACE MISSILES variants for all technical and programmatic matters in missile software development including missile guidance, 6-DOF simulations, and any software related to digital signal processing as applied to tactical missiles. Provides technical advice, and influences? via technical inputs and written reports major projects, proposals, roadmaps, and direction of major software work. Reviews software and algorithm documentation, supports Change Control Boards (CCB), and participates in peer reviews (informal and formal) along with design reviews. Facilitates communication between the RMS software engineering community and government agencies (IWS3A, APL, PHD, China Lake). Reviews software development, documentation, and coding activities, and supports the overall management of the software effort including Technical Instruction (TI) activities. Observes/witnesses integration activities, qualification tests, and test readiness reviews. Reviews software activity schedules and metrics for reasonableness. Assists with planning and task allocations associated with on-going and start-up activities. Develops agendas and templates for program reviews, and review systems engineering documents. Acts as tem lead in joint SURFACE MISSILES Community Governing and Contractor Integrated Product Teams (IPT's) dealing with problem identification and resolution to missile software problems, reviews progress, and redirects efforts within the cost and schedule constraints through coordination with the Director of Engineering. Provides technical advice and recommendations in support of Permit-to-Ship, major engineering and design/readiness reviews, such as Preliminary Design Review (PDR), Critical Design Review (CDR), Missile Readiness Review (MRR), and Mission Control Panel (MCP). Supports development of formal technical documentation and presentations for PEO IWS, OPNAV, SECNAV, MDA, and DOD in support of major SURFACE MISSILES milestone decisions.

10.13 The contractor shall provide systems engineering and management support to the Government TechRep. The contractor shall provide support to the Government Program TechRep in directing, coordinating, and managing all programmatic and technical efforts to integrate SM-2/3/6, RAM, and ESSM and other new missiles programs. Tasks include generating agendas and attending technical meetings, preparing technical presentation material in an appropriate business format using the Microsoft Office suite of applications, generating minutes and tracking action items, reviewing technical plans and reports and providing recommendations, and generating technical documentation. The contractor shall coordinate with Raytheon to generate budget requirements and provide technical assistance to the TechRep to develop Technical Instructions (TIs), and track all expenditures to the TIs throughout the performance period. The contractor shall provide engineering and technical support in the area of STANDARD Missile Test equipment such as MK-612/680/690/678/ (Modular Ordnance Test Set)MOTS Test Sets and Production Test Equipment (TE6000 & Presidio). Tasks include generating agendas and attending technical meetings to provide technical input, preparing technical presentation material in government or contractor format, tracking and providing recommendation to resolve action items, and working with field activities, PMO's, and contractors in tracking action items and developing life cycle support plan for all test equipment. The contractor shall provide engineering and technical support prior to and during Test Equipment upgrades. The contractor shall generate agendas, attend technical meetings to provide technical input, track, and monitor the engineering change process, and witness prove-in and quality testing as required.

10.20 Deliverables. All deliverables shall be in an appropriate business format using the Microsoft Office suite of applications.

10.21 Progress, Status and Mgmt Report	30th of each month
10.22 Conference Agenda	10 working days prior to meeting
10.23 Conference Minutes with Action Items	5 working days after meeting
10.24 Procurement/Travel Requests	2 working days after approval
10.25 Technical Reports	2 working days after approval
10.26 Presentation Material	5 working days prior to meeting
10.27 Activity Reports	Weekly

10.30 Estimated travel.

Trips	# of People	Place
6*	1	Washington, DC (3 days, 2 nights each trip)
6*	1	Port Hueneme, CA (2 days, 1 night each trip)
6*	1	Ulm, Germany (5 days, 4 nights each trip)

*** 4 trips leave and return to Louisville, Ky. and 2 leave and return to Tucson, Az.**

10.40 Indicator: Technical Deliverables as listed in paragraph 10.20.

10.50 Acceptance Criteria: Delivered in accordance with the Deliverable Schedule and accepted as complete and accurate by the Government with the initial submittal.

10.60 Method of Surveillance: Ongoing Government review of adherence to the Deliverable schedule in paragraph 10.20 and other stated acceptance criteria. Government analysis of solicited and unsolicited feedback from all applicable sources shall be used.

20.00 Logistics Support

20.10 Provides logistics support as the GFE/GOM manager. Act as the Inventory Control Point Functional Manager (ICPFM) for all STANDARD Missile government-owned material. Chair the bi-weekly RMS/GOM action item meeting, bi-weekly Raytheon/Navy GOM meeting, annual GOM Working Group meeting, and Raytheon/Navy Property meetings as required; provide liaison management for GOM issues with Raytheon and PEO and NAVSEA personnel. Review, modify and update GOM related working documents. Review and make recommendations to IWS3 and PD452 Program Office for SURFACE MISSILES program-to-program contact mods. Review and compare contract proposals to ensure compatibility and suitability with other contracts and GOM related documents. Provide inventory status and inventory posture of SURFACE MISSILES material using the Ordnance Inventory System (OIS) and Maintenance Data Systems. Prepare and submit Material Push Documents to the NALC/OIS, update OIS as status changes, submit Material Push Documents to the Navy Ammunition Logistics Center (NALC) for processing. Review and analyze GOM excess property schedules providing disposition to the DCMA Plant Clearance Officer.

20.11 Provide technical support during the build up of missile at various contractor sites.

Observes/witness the build up of test assets ensuring compliance to various missile-processing requirements to include Surface Missile Processing Description (SMPD), Special Process Instructions, and contractor work instructions. Review contractor work instructions to ensure they comply with Navy SMPD's. Identify all up round production issues and possible corrective actions to meet shipping requirements. Inspect missile test equipment to ensure that certifications are maintained and that they are properly configured for used. Observes/witness new capability demonstrations performed by the missile producer to ensure successful installation and provide report of deficiencies.

20.20 Deliverables. The contractor will provide weekly summaries detailing actions taken, accomplishments, problems encountered, solutions or recommendations and other data as necessary not later than 4 calendar days after the end of the workweek. All deliverables shall be in an appropriate business format using the Microsoft Office suite of applications.

20.30 Estimated travel.

Trips	# of People	Place
2	2	Port Hueneme, CA (3 days, 2 nights each trip)
2	1	RMS AURF, Camden, AR (3 days, 2 nights each trip)
2	1	Tucson, Az (From Camden, AR 3 days, 2 nights each trip)

20.40 Indicator: Technical Deliverables as listed in paragraph 20.20.

20.50 Acceptance Criteria: Delivered in accordance with the Deliverable Schedule and accepted as complete and accurate by the Government with the initial submittal.

20.60 Method of Surveillance: Ongoing Government review of adherence to the Deliverable schedule in paragraph 20.20 and other stated acceptance criteria. Government analysis of solicited and unsolicited feedback from all applicable sources shall be used.

30.00 Program Management Support

30.10 Scope.

30.11 The contractor shall participate in integrated product teams between Raytheon customer, suppliers and staff; Anticipate potential project related problems; Utilize refined techniques for identifying, eliminating or mitigating solution, project, and business risk; challenge the validity of given procedures and processes with a view toward enhancement or improvement; Analyze information and situations and implement actions, independently and through the management team to ensure TechRep project objectives are met. Project Manager will ensure all administrative project task personnel issues and problems are resolved immediately, will keep the Government TechRep apprised of any impending task issues, and will work with TechRep very closely and daily to ensure task are executed within contract and budget schedule. The contractor shall provide general management support in the area of STANDARD Missile including generating agendas meeting notes for budget and technical meetings, preparing technical presentation material, generating minutes and

tracking action items, and coordinating Raytheon and STANDARD Missile field activities to track and resolve all technical and budget issues. The contractor shall coordinate with Raytheon to generate budget requirements, develop and coordinate new or revised TIs, and track all expenditures to the TIs throughout the performance period.

30.12 The contractor shall perform a variety of analytical tasks in support of the contract program. Develops plans, including budgets and schedules, and monitors tasks to meet contractual and project requirements for assigned program. Participates in establishing and defining program plan requirements; Monitors and reports performance against plans to ensure that contractual, cost, and schedule objectives are met; Interacts regularly with program representatives to ensure conformance to requirements. The contractor shall coordinate with Raytheon to generate budget requirements, develop Technical Instructions (TIs), and track all expenditures to the TIs throughout the performance period. Prepares presentation material, viewgraphs, and reports which include a wide variety of technical or specialized STANDARD Missile terminology; establishes and maintains all databases pertinent to the operation of the STANDARD Missile (SURFACE MISSILES) Technical Representative (TechRep) Office; plans and schedules visits from SURFACE MISSILES program participants; maintains files of training attendance and base level of training; performs security functions in liaison with the Defense Contract Management Agency (DCMA) and Raytheon Missile systems personnel; maintains central informational files on the local area network.

30.20 Deliverables. All deliverables shall be in an appropriate business format using the Microsoft Office suite of applications.

30.21	Progress, Status and Mgmt Report	30th of each month
30.22	Conference Agenda	10 working days prior to meeting
30.23	Conference Minutes with Action Items	5 working days after meeting
30.24	Procurement/Travel Requests	2 working days after approval
30.25	Technical Reports	2 working days after approval
30.26	Presentation Material	5 working days prior to meeting
30.27	Activity Reports	Weekly

30.30 Estimated travel.

Trips	# of People	Place
2	1	Washington, DC (3 days, 2 nights each trip)
2	1	Dallas, Tx (4 days, 3 nights each trip)

30.40 Indicator: Technical Deliverables as listed in paragraph 30.20.

30.50 Acceptance Criteria: Delivered in accordance with the Deliverable Schedule and accepted as complete and accurate by the Government with the initial submittal.

30.60 Method of Surveillance: Ongoing Government review of adherence to the Deliverable schedule in paragraph 30.20 and other stated acceptance criteria. Government analysis of solicited and unsolicited feedback from all applicable sources shall be used.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 18 of 61	FINAL
--------------------------------------	---------------	------------------	-------

40.00 Information Technology Support

40.10 Scope. Because of changes in the NMCI support plan for the TechRep organization in CY 06, the contractor shall provide on site computer and LAN support. The TechRep organization will remain in a modified NMCI environment using CLIN 38AC of the NMCI contract vice the full NMCI environment. The contractor shall maintain the TechRep network in accordance with the DOD/NMCI and Raytheon Information Technology security requirement and the restrictions of CLIN 38AC. In support of this requirement the contractor shall coordinate and liaison with PHD,RMS, and NMCI personnel and provide the following services.

40.11 Technical Support. The contractor shall provide on-site technical support for the identification and short-term resolution of hardware, software, and network (LAN) concerns. This support shall be provided to approximately 30 personnel/computer stations, each having an IBM compatible microcomputer and printer, and all LAN Systems, Server systems, printers and associated hardware. Any network issue beyond the TechRep LAN shall be reported to NMCI for resolution. The contractor will correct any short-term deficiency discovered maintain a log of technical problems discovered, fixed/resolved, and provide a copy of this log to the TechRep office at the end of each visit.

40.12 Software Support. The contractor shall be required to analyze and recommend commercially available office automation hardware and software packages for possible usage by client personnel in the future (if desired). The contractor shall also perform hardware/software inspection, repacking, routing, directing, set-up, testing and client orientation. Another function shall be the set-up of utility programs for data manipulation and peripheral interface.

40.13 Hardware Support. Typical functions should include inspecting, configuring and testing equipment; installing and testing accompanying software, including all cabling and other micro CPU and peripheral hardware setups, as required.

40.14 Telecommunication Support. The contractor shall provide telecommunication equipment and services to support the TechRep office requirements for global voice and data at 40Gpbs or greater.

40.15 System Configuration Support. The contractor shall also evaluate/assess all TechRep Office microcomputer systems, server/LAN systems, and provide a detailed written report on any known problem areas discovered, configuration shortcomings, or any other area that might need fixing, and a written recommended course of action to correct these problems, both short-term and long-term.

40.16 LAN Configuration Support. The contractor shall standardize all network connected PC's, and job requirements shall be discussed with client users and menus shall be modified according to those needs. The LAN/Server tile structure shall be configured for all required directories/sub-directories, and user permissions configured as established by the TechRep Office. The Contractor shall report to NMCI and assist in resolution any network issues affecting connectivity beyond the TechRep LAN.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 19 of 61	FINAL
--------------------------------------	---------------	------------------	-------

40.17 User Training. The contractor shall provide informal (on-site) training to client personnel to familiarize them with hardware, software, and network usage.

40.20 Deliverables. All deliverables shall be in an appropriate business format using the Microsoft Office suite of applications.

40.21 Monthly Reports	30th of each month
40.22 Trouble and Intrusion Reports	1 day after issue and 5 days after resolution
40.27 Training Material	10 days prior to start of training

30.30 Estimated travel.

Trips	# of People	Place
2	1	Ventura, CA (3 days, 2 nights each trip)
2	1	Boston, MA (3 days, 2 nights each trip)

40.40 Indicator: Technical Deliverables as listed in paragraph 30.20.

40.50 Acceptance Criteria: Delivered in accordance with the Deliverable Schedule and accepted as complete and accurate by the Government with the initial submittal.

40.60 Method of Surveillance: Ongoing Government review of adherence to the Deliverable schedule in paragraph 30.20 and other stated acceptance criteria. Government analysis of solicited and unsolicited feedback from all applicable sources shall be used.

90.00 SPECIAL CONSIDERATIONS

90.10 Security Clearances

90.11 Contractor personnel shall obtain and maintain a minimum security clearance level of CONFIDENTIAL to work on this task order and a security clearance level of SECRET on a task-specific basis. Clearances shall be maintained for the duration of this task order.

90.12 A list of personnel and their security clearances on file shall be delivered to the COR no later than 20 business days following award and shall be updated with the monthly personnel listing deliverable.

90.20 Contractor Facility

90.21 The successful execution of this effort requires frequent interface with the personnel of the TechRep Office. Therefore, the contractor shall have established within 30 calendar days of task order/contract award, and maintain for the duration of the task order, an office within a 15-mile radius of Raytheon Missile Systems Tucson AZ 85734-1337.

90.22 The contractor facility shall have the capability of maintaining storage of classified documents up to and including SECRET.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 20 of 61	FINAL
--------------------------------------	---------------	------------------	-------

90.30 Hours of Operation

90.31 The standard hours of operation for Tucson site personnel are 0730-1700 Arizona Time, Monday-Friday.

90.32 Provisions will be made by the Government to allow necessary building access for contractor personnel. Contractor personnel who do not require access to Raytheon buildings on Federal holidays shall work at the contractor facility or such other non-Raytheon facility as may be determined by the contractor as appropriate for the conduct of the work under this task order.

90.33 Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, security incident or other similar emergency or event.

90.34 If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the PWS unless and until necessary access to Government buildings and other facilities is precluded due to absence of Government personnel. If the contractor personnel are unable to conduct their work at an assigned Government facility due to an extraordinary day off or excused leave for Government employees, the contractor may, at its discretion, continue work at another appropriate facility if possible or else grant paid or unpaid time off to its personnel in accordance with its company policies. Any pay provided by a contractor to its personnel for time off on such an extraordinary day off will be a matter of discretion for the contractor. Issues regarding contract payments for such time not worked would be a procurement matter within the purview of the contracting agency. Contractors, however, may allow covered employees to take paid leave benefits for that day off in accordance with the contractor's standard leave policies.

90.40 Emergency Operations

90.41 In the event normal access to any part of the TechRep Office or contractor site is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, effected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the contractor. The contractor shall communicate with the Contracting Officer Representative (COR) as soon as possible to determine whether and when facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer. If facilities cannot be made available for contractor use by the start of the following business day, contractor personnel shall be relocated as directed by the contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 21 of 61	FINAL
--------------------------------------	---------------	------------------	-------

90.50 Points of Contact. See Section G.

90.60 Emergent Travel. Emergent travel shall be coordinated with the COR prior to travel. The contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

90.70 Prioritization

90.71 Weekly meetings may be held between the COR and the contractor to prioritize the technical requirements of paragraphs (10.00) through (89.99) above.

90.80 Maps and Facility Drawings

90.81 For reasons of security and Force Protection, maps and facility drawings may be provided by the Government only to contractors making written requests for such information.

90.90 Security Procedures, Information Protection and Safety

90.91 Contractor personnel shall comply with all DSS, DoD, DoN, NAVSEA, and Raytheon security instructions, policies, procedures and guidance as they apply to the contractor both on and off Raytheon property.

90.92 The contractor shall ensure that their personnel comply with all applicable DSS, DoD, DoN, NAVSEA, and Raytheon security instructions, policies, procedures and guidance both on and off Raytheon property, to include following proper check-in and check-out procedures of all contractor personnel occupying facilities or otherwise requiring physical access to the TechRep Office. The contractor is responsible for ensuring the return of any Common Access Cards (CACs) issued their employees to the TechRep Office upon contractor employee separation or the termination of this SeaPort-e task order. Reports of the status of contractor personnel occupying Raytheon facilities and of the return of CACs shall be made in accordance with paragraph (94.30c) below.

90.93 Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign an appropriate IA form as required to be granted continued access to Government information technology networks.

90.94 Contractor personnel occupying TechRep facilities, and contractor personnel who routinely visit TechRep facilities, may, at the Government's discretion, be required to sign a Non-Disclosure Agreement (NDA) to protect any unclassified Government financial or other business sensitive information they may become aware of through proximity to Government personnel and spaces. Contractor personnel may, at the Government's discretion, be required to sign a Non-Disclosure Agreement (NDA) to protect any financial and other proprietary information pertaining to other contractors if the completion of the tasking in this PWS necessitates access to such information. If required, the COR shall issue NDAs to the contractor, who will return signed NDAs to the COR within three business days.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 22 of 61	FINAL
--------------------------------------	---------------	------------------	-------

90.95 Contractor personnel shall comply with all applicable DoD, DoN, NAVSEA, and Raytheon safety instructions, policies, procedures and guidance while on Raytheon property. The contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, a responsible Government employee or the COR in any case where ambiguity or confusion may arise. Contractor personnel shall immediately report any unsafe working condition to a responsible Government employee.

90.96 The contractor shall comply with all applicable Federal, State, and local laws and DoD, DoN, NAVSEA, and Raytheon instructions, policies, procedures and guidance pertaining to the procurement, handling, storage, transfer, use and disposal of hazardous material (HAZMAT) and Hazardous Waste (HAZWASTE). If handling of HAZMAT or HAZWASTE is required for the completion of the work in this SeaPort-e task order, the contractor shall contact the COR in advance of commencing such work to ensure compliance with the latest procedures, including those for handling potential spills and maintaining appropriate Material Safety Data Sheets (MSDS). No HAZMAT/HAZWASTE shall be brought onto Raytheon property unless such material is necessary for the completion of this task order and accompanied by a current MSDS. The contractor shall identify to the COR a qualified HAZMAT Coordinator who will monitor contractor storage, transfer, handling, use and disposal of HAZMAT/HAZWASTE on Government property prior to conducting such work. The contractor shall request clarification of HAZMAT/HAZWASTE procedures and guidance from the Government HAZMAT Coordinator in any case where ambiguity or confusion may arise.

90.97 The contractor shall identify to the COR any work under this requirement that may be determined or discovered to impact the protection of endangered plant or animal species, environmentally-sensitive areas, or historically or culturally significant areas or artifacts prior to commencing such work.

91.00 LOCATION OF WORK

91.10 The Government shall provide the contractor workspace for performance of the task at Raytheon Missile System, Tucson, AZ, in Buildings 801, 842, 808, RayWest and such other locations within the Raytheon Property as required by the location of the work. With the exception of the Program Manager, at least 70% of contractor personnel shall work at the Government site except under such emergency conditions as referred to in paragraph (90.34 and 90.41) above. The remainder of the work may be performed at the contractor facility located within 15 miles of the Tucson TechRep office.

92.00 GUIDANCE

92.10 Mandatory Guidance. Following guidance is mandatory for work carried out under this task order:

92.11 ASN Handbook: "Program Managers Handbook for Technical Representation at Contractor Facilities".

93.00 (RESERVED)

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 23 of 61	FINAL
--------------------------------------	---------------	------------------	-------

94.00 GENERAL DELIVERABLES

94.10 Paperless Environment. Work completed under this task order will require delivery in various forms, such as technical reports; engineering design drawings; information gathering, sorting and transfer techniques; and implementation processes. Unless specified otherwise in paragraphs (10.00) through (89.99) above, the contractor shall exploit and implement new technologies in moving toward a “paperless” environment, in compliance with all acquisition reform changes. Deliverables may be required in printed form (“hard copy”), optical media, digital media, or via wire and wireless means of communications. The Government anticipates delivery requirements will shift continually toward electronic or optical media for transfer and sharing of information during the course of this task order.

94.20 Data Ownership and Intellectual Property Protection. All data produced as deliverables or developed as by-products under this task order are Government property. The Government reserves the right to reproduce and distribute such data as it deems necessary. The contractor is responsible for ensuring compliance with all intellectual property, copyright and trademark laws and for the appropriate marking of copyrighted and trademarked data incorporated into data and deliverables produced under this task order, including obtaining permission for use and reproduction by the Government, as appropriate.

94.30 General Task Order Deliverables. In addition to deliverables specified in paragraphs (10.00) through (89.99) (if included in the PWS) above, the contractor shall provide the following deliverables. Unless otherwise specified herein, deliverables shall be provided by electronic mail message using the Microsoft Office™ suite of applications; any Privacy Act-protected information that would otherwise be included in such deliverables shall be transmitted by a secure means appropriate to the protection of that information. The Contracting Officer Representative (COR) may specify in advance of any report what format should be followed and will provide that format or a sample to the contractor. If no format is specified by the COR, the contractor shall choose an appropriate business format for the deliverable.

94.30a Security List. List of personnel with their security clearances, due to the Contracting Officer Representative (COR) 20 business days after task order award.

94.30b Monthly Status Reports. Report shall include technical accomplishments and expenditures (labor hours, travel, and material) and a list of personnel working the task order by paragraph. Due to the Contracting Officer Representative (COR) by the 10th of each month.

94.30c On-Site Reports. The contractor shall ensure that their personnel comply with all applicable Security requirements pertaining to access to Raytheon, to include proper check-in and check-out procedures of all contractor personnel. The contractor is responsible for ensuring the return of any Common Access Cards (CACs) issued their employees to COR upon contractor employee separation or the termination of this SeaPort-e task order; report of the return of the CAC to the COR shall be made in writing to the COR no later than two business days after the separation of the contractor employee or termination of this contract or SeaPort-e task order. This report may be made by electronic mail.

94.30d Monthly Status Reports. New technical and financial data updates due to the

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 24 of 61	FINAL
--------------------------------------	---------------	------------------	-------

Contracting Officer Representative (COR) the 10th of each month.

94.30e Product List. List of products (plans, databases, reports, and papers) produced and delivered to the Government during the month by PWS paragraph, due to the Contracting Officer Representative (COR) the 10th of each month.

94.30f Trip Reports. Trip reports shall include purpose, outcome, issues, action items, open items and recommendations, due 5 business days after completion of travel or as specified in the individual paragraphs (10.00) through (89.99).

94.30g Miscellaneous Documents and Reports. Provide recommendations, areas of concern, possible savings in time or monies, and personnel changes, due the 10th of each month.

95.00 PROVISION OF SUPPORT IN FOREIGN JURISDICTIONS

95.10 FMS Case Citation. In providing Foreign Military Sales (FMS) support under any of the paragraphs of this PWS from (10.00) through (89.99) inclusive, the contractor shall ensure all FMS services and products delivered be in support of specific FMS cases to be identified in consultation with the technical code and the COR.

95.20 Status of Forces Considerations. When providing support under this PWS within foreign national jurisdictions, whether for FMS or USN tasking, the contractor shall comply with the requirements of paragraphs (95.21) through (95.24) below.

95.21 Definitions.

95.21a For the purposes of paragraphs (95.22) through (95.24) below, the phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.

95.21b For the purposes of paragraphs (95.22) through (95.24) below, the phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas or internal waters and foreign government aircraft in United States air space.

95.21c The term “Status of Forces Agreement” or SOFA shall, for the purposes of this PWS, include not only actual Status of Forces Agreements (SOFAs) but also Visiting Forces Agreements (VFAs), Memoranda of Understanding (MoUs) and any other similar agreement, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting contractors are allowed to operate within foreign territory or national jurisdiction and which normally address issues

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 25 of 61	FINAL
--------------------------------------	---------------	------------------	-------

pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.

95.22 The contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the Status of Forces Agreement (SOFA) applicable to that country or countries. The contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction (s).

95.23 Where support under this PWS is provided in a foreign national jurisdiction wherein no SOFA is in force, the contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s).

95.24 The contractor shall submit to the COR a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by US or foreign government personnel, whether during or outside working hours. The report shall be made not later than 2 business days after the contractor becomes aware of the incident and may be made by e-mail or in hard copy format. The contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the contractor shall make such report to the Contracting Officer with copy to the COR. The contractor shall provide updated reports to the COR as the incident develops, unless directed to cease reporting. These reports are for information only and nothing in this paragraph shall be so interpreted as to deprive the affected personnel of due process or other civil rights.

96.00 GOVERNMENT FURNISHED PROPERTY

96.10 Scope. Contractor personnel working in Raytheon buildings and occupying Raytheon spaces will be granted use of Government furnished property (GFP) to the extent necessary to perform the requirements of this task order as defined in paragraphs (96.20) through (96.50) below.

96.20 Office Space and Furnishing. Contractor personnel occupying TechRep spaces will be allowed rent-free office space comparable to that provided nearby Government personnel performing broadly similar functions. The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Computers and telephones will be made available for official use only by contractor personnel at the TechRep Office site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

96.30 Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the contractor is authorized on a case-by-case basis within the restrictions shown in Paragraphs (96.31) through (96.32b) below.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 26 of 61	FINAL
--------------------------------------	---------------	------------------	-------

96.31 Government Consumables shall not be used for the production of newsletters; presentations or reports exceeding 100 printed pages (total, including all copies); or optical media exceeding 10 copies in total. The Contracting Officer Representative (COR) may waive this restriction at the Government’s discretion in the case of classified products; where mission-critical timeliness, security or business sensitivity considerations requires the use of Government consumables; or where the Government possesses a unique consumable the contractor cannot procure in a cost-effective or timely fashion.

96.32 Within the restrictions of Paragraph (96.31) above, the contractor may use nominal amounts of Government consumable materials as shown in Paragraphs (96.32a) through (96.32b) below.

96.32a Use of nominal amounts of printer and photocopier paper for printing and copying of important naval message traffic, electronic mail messages, financial spreadsheets, and similar low-volume documents.

96.32b Use of pens, paper, tape, and similar desktop consumables in teaming environments, such as conferences, meetings, process improvement events or program reviews, where the use of contractor-supplied consumables would impose delay or be otherwise impractical. In such circumstances, use of consumable materials must be comparable to that used by Government teammates.

96.40 No GFP shall become the property of the contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of the task order/contract.

96.50 Damage to Government furnished equipment (GFE) resulting from intentional or negligent misuse by contractor personnel is the responsibility of the contractor for repair or replacement at the discretion of the Government. Damage to GFE during use by contractor personnel that results from normal usage, pre-existing condition or anomalies is the responsibility of the Government.

97.00 (RESERVED)

98.00 (RESERVED)

99.00 DEFINITIONS

99.10 The following acronyms appear in this requirement or may be encountered in this solicitation or in the performance of this requirement. This is not an exhaustive list. Acronyms that may not be defined in the body of the requirement are defined here.

ABMD	AEGIS Ballistics Missile Defense
ACCESS	AEGIS Configuration Control and Engineering Status System
ACS	AEGIS Combat System
AIT	Alteration Installation Team
AWS	AEGIS Weapon System
CCB	Change Control Board

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 27 of 61	FINAL
--------------------------------------	---------------	------------------	-------

CCBD	Change Control Board Directive
CDB	Concept Decision Board
CDMD-OA	Configuration Data Manager's Database – Open Architecture
COB	Close of Business
CSTOM	Combat Systems Technical Operations Manual
CY	Calendar Year
DoD	Department of Defense
DoN	Department of the Navy
ECP	Engineering Change Proposal
ERT	Engineering Review Team
ESSM	Evolved Sea Sparrow Missile
FBR	Feedback Report
FMS	Foreign Military Sales
FY	Fiscal Year
ILS	Integrated Logistics Support
ILSMT	Integrated Logistics Support Management Team
IPT	Integrated Process Team
ISEA	In-Service Engineering Agent
LCM	Life Cycle Maintenance
MAES	Maintenance Advisor Expert System
MASL	Military Articles and Services List
MFCS	Missile Fire Control System
MIP	Maintenance Index Page
MRC	Maintenance Requirement Card
MRT	Management Review Team
NAVSEA	Naval Sea Systems Command
NDE	Navy Data Environment
NFELC	Naval Facilities Expeditionary Logistics Center (formerly known as the Naval Construction Battalion Center, Port Hueneme)
NSWC	Naval Surface Warfare Center
NSWC PHD	Naval Surface Warfare Center Port Hueneme Division
NTU	New Threat Upgrade
OA	Open Architecture; Ordnance Alteration
ORDALT	Ordnance Alteration
PEO IWS	Program Executive Office for Integrated Warfare Systems
PEO Ships	Program Executive Office for Ships
POC	Point of Contact
PWS	Performance Work Statement
QFR	Quarterly Force Revision
RAM	Rolling Airframe Missile
RBC	Rack-Based Console
RFD	Request for Deviation
RFP	Request For Proposal
RFW	Request for Waiver
SCD	Ship Change Document
SHIPALT	Ship Alteration
SOO	Statement of Objectives
SOW	Statement of Work

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 28 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SQL	Structured Query Language Surface Missile RAM, ESSM, and Standard Missiles (SM) 1, 2, 3 and 6
TechRep	Technical Representative
TMA	Top Management Action
TMDER	Technical Manual Deficiency/Evaluation Report
TMDR	Technical Manual Deficiency Report
TMI	Top Management Issue
COR	Contracting Officer Representative
VSA	Value Stream Analysis
WCS	Weapon Control System
WDS	Weapon Direction System

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

This is a performance-based contract, as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with Section J, Attachment 1, Quality Assurance Surveillance Plan (QASP).

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

<http://cpars.navy.mil>

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 29 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award IDIQ contract.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 30 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract, and supplemented by the Quality Assurance Surveillance Plan (QASP) provided as Attachment (1) in Section J of this Solicitation.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 31 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	5/1/2010 - 4/30/2011
6000	5/1/2010 - 4/30/2011

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

4100	5/1/2011 - 4/30/2012
4200	5/1/2012 - 4/30/2013
6100	5/1/2011 - 4/30/2012
6200	5/1/2012 - 4/30/2013

Services to be performed hereunder will be provided at (See PWS)

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 32 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

POINTS OF CONTACT FOR THIS ORDER

Contracting Officer Representative (COR)
TBD

Contract Specialist
Nelson Nailat
4363 Missile Way, Bldg. 1215
Port Hueneme, CA 93043
Nelson.Nailat@navy.mil
805-228-0606

Contracting Officer
Kittie Ellison
4363 Missile Way, Bldg. 1215
Port Hueneme, CA 93043
cathleen.ellison@navy.mil
805-228-0601

Defense Contract Audit Agency (DCAA)
TBD

Defense Contract Management Activity (DCMA)
TBD

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 33 of 61	FINAL
--------------------------------------	---------------	------------------	-------

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

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

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N63394</u>
Admin DODAAC	<u>TBD</u>
Pay Office DODAAC	<u>TBD</u>
Inspector DODAAC	<u>TBD</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>TBD</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>TBD</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 34 of 61	FINAL
--------------------------------------	---------------	------------------	-------

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:
TBD

(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 or the local WAWF point of contact Karen Dawley (805) 228-0921 or Karen.dawley@navy.mil

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 **24,228** total man-hours per 12 month period of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for the blanks in paragraphs (a) and (d) are to be completed by the offeror as part of their proposal.

	<u>TOTAL LABOR</u>	
	<u>HRS COMPENSATED</u>	<u>UNCOMPENSATED</u>
-		
-		
Base Period (CLIN 4000)		
Option One (CLIN 4100)		
Option Two (CLIN 4200)		
<u>TOTAL HOURS</u>		

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 35 of 61	FINAL
--------------------------------------	---------------	------------------	-------

(b) Listed above are both compensated and uncompensated man-hours associated with this order.

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

Fee Reduction = Fee X (Required LOE - Expended LOE)/Required LOE

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 36 of 61	FINAL
--------------------------------------	---------------	------------------	-------

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

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

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 37 of 61	FINAL
--------------------------------------	---------------	------------------	-------

for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEMS ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
-------------------------------	------------------------	--

BASE PERIOD
CLIN 4000

OPTION 1
CLIN 4100

(This table will be completed at time of award)

OPTION 2
CLIN 4200

PHD NSWC - POST AWARD MEETING

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

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

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 38 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contract and as described below.

MANDATORY TASK ORDER REQUIREMENTS

Offerors must meet the mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirement by task order performance start date. In addition, mandatory requirement must be maintained throughout the life of the task order. Mandatory requirements are as follow:

1. Personnel Security Clearance – All personnel shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET.
2. Organizational Conflict of Interest Certification/Mitigation Plan

The offeror shall certify compliance with OCI clause outlined in Section C or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest. Offerors should include any and all conflicts with other vendors related to this Solicitation. If it is believed that conflicts of interest are either real or perceived, a mitigation plan shall be developed and submitted as part of your proposal submission. If no conflict is apparent, the offeror should clearly state so in their offer.

H-XX 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 SBA's 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 MAC and as further determined in accordance with Special Contract Requirement H-19.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that 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.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 39 of 61	FINAL
--------------------------------------	---------------	------------------	-------

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

FAR 52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The Contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The Contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the Contractor shall implement any identified process improvements and report associated costs savings to the government. In addition, the Contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD PORT HUENEME

The Contractor shall submit a monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings. The report shall include the physical location (building number) of each individual contractor personnel and the organizational code for which he/she supports. The report shall also include personnel gains and losses

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 40 of 61	FINAL
--------------------------------------	---------------	------------------	-------

for each month.

CERTIFICATION OF NON-DISCLOSURE STATEMENT

The Contractor shall provide Non-Disclosure Statements (Attachment #) to the Procuring Contracting Officer from all contractor personnel working on-site at NSWC PHD upon commencement of work in any or all NSWC PHD buildings, including temporary buildings.

PROCEDURES FOR GOVERNMENT FURNISHED NAVY MARINE CORPS INTRANET (NMCI) SERVICES (FEB 2001)

This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources and/or Government-Furnished Space and Facilities by contractor personnel for contract performance. Applicable DoN IT Resources and Government-Furnished Space and Facilities for performance of this Contract/Task Order shall be provided by the Port Hueneme Division, Naval Surface Warfare Center, pursuant to the applicable Government-Furnished Property clause of the Contract.

The Support Services Contractor shall request DoN IT Resources and/or Government Furnished Space and Facilities from the Contracting Officer by identifying the NMCI CLIN items or Space and Facilities required for performance of the Contract/Task Order. The Contracting Officer, with concurrence from the PHD NSWC CIO and Sponsoring Technical Code(s), shall determine whether and to what extent DoN IT Resources, and/or Government-Furnished Space and Facilities shall be provided to the Contractor.

In consideration for providing the Support Contractor DoN IT Resources, the Contract/Task Order price shall be reduced based on the price of the CLIN items provided, which are contained in Contract N00024-00-D-6000. In consideration for providing Government-Furnished Space and Facilities, the Contract/Task Order price shall be reduced by an amount to be negotiated by the Contracting Officer and the Support Contractor, which will be based on a calculation developed by the PHD NSWC Comptroller on an annual basis in January. If this is a cost-reimbursement contract, Contractor costs for DoN IT Resources and/or Government Furnished Space and Facilities shall include ONLY overhead and General and Administrative costs, no profit or fee shall be allowed thereon.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)/PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at: <http://cpars.navy.mil>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and may be extended

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 41 of 61	FINAL
--------------------------------------	---------------	------------------	-------

on a case by case basis. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (but not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

(d) Additionally the Government in conducting source selection may access Past Performance Information Retrieval System (PPIRS). This system provides timely and pertinent contractor past performance information for use in making source selection decisions. PPIRS assist Federal acquisition officials make source selections by serving as the single source for contractor past performance data. Past performance information includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

(e) Contractors may view only their own data at www.ppirs.gov. Contractor access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. A contractor must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NOV 1996)

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) **IDENTIFICATION OF HAZARDOUS WASTES – Section C (PWS)** of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 42 of 61	FINAL
--------------------------------------	---------------	------------------	-------

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the Contracting Officer for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify Contracting Officer within 3 business days of receipt of written notification by the State. After obtaining Contracting Officer approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 43 of 61	FINAL
--------------------------------------	---------------	------------------	-------

contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to Contracting Officer for completion.

5252.237-9106 SUBSTITUTIONS OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) calendar days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 44 of 61	FINAL
--------------------------------------	---------------	------------------	-------

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

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

Note: Technical Instructions are authorized only to provide further guidance on a defined scope of work but are not authorized to direct additional work. TI's will be forwarded to the contractor via the Contracting Officer within 2 days of issuance.

WAGE DETERMINATION – The Department of Labor wage determination for Pima County, Arizona is provided as Attachment (5) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

STATEMENT OF CORRELATION – DOL WAGE CATEGORIES

The following represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL. Attachment (5) is Wage Determination No. 2005-2025 for County of Pima, Arizona.

LABOR CATEGORY	DoL OCCUPATION TITLE	SCA CODE
Senior Admin Assistant	Administrative Assistant	01020
Administrative Assistant	Administrative Assistant	01020

NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment (2) attached hereto.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 45 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION I CONTRACT CLAUSES

Contract Clauses shall be in accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders and as described below:

CLAUSES INCORPORATED BY REFERENCE

FAR 52.222-3 CONVICT LABOR (JUN 2003)

FAR 52.222-41 SERVICE CONTRACT ACT (1965)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

FAR 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

FAR 52.223-11 OZONE DEPLETING SUBSTANCES (MAY 2001)

FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

FAR 52.223.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984)

FAR 52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS (MAR 2007)

FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

FAR 52.246-24 LIMITATION OF LIABILITY—HIGH VALUE ITEMS (FEB 1997)

FAR 52.248-1 VALUE ENGINEERING (FEB 2000)

DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

DFARS 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007)

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 46 of 61	FINAL
--------------------------------------	---------------	------------------	-------

DFARS 252.215-7004 – EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

DFARS 252.223-7004 DRUG-FREE WORK FORCE

DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

DFARS 252-225-7013 DUTY-FREE ENTRY (OCT 2006)

DFARS 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALITY METALS (JUN 2005)

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)

DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

CLAUSES BY FULL TEXT

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to the prevailing labor rates provided by the Secretary of labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the period of performance.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of option 1 of the basic IDIQ contract.

CLIN	OPTION PERIOD	LATEST OPTION EXERCISE DATE
4100/6100	OY1	TBD at Award
4200/6200	OY2	TBD at Award

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 47 of 61	FINAL
--------------------------------------	---------------	------------------	-------

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed four (4) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "Level of Effort" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the Level of Effort requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform work until the total manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)

(a) Definitions. As used in this clause—

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 48 of 61	FINAL
--------------------------------------	---------------	------------------	-------

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing subcontracts added during task order performance.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 49 of 61	FINAL
--------------------------------------	---------------	------------------	-------

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(REPLACED BY ALTERNATE 1 BELOW)

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____ to be identified at time of award _____

Alternate I (Jan 2006).

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 50 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

1. Quality Assurance Surveillance Plan
2. Department of Defense Contract Security Classification Specification, DD Form 254 (To be provided via an amendment)
3. Certificate of Non-Disclosure (Will be provided to Contractor at Task Order Award)
4. Cost Summary Format
5. Wage Determination No: 2005-2025 Rev (10) Area: Pima County, Arizona
6. DCAA Rate Check Request
7. Supporting Cost Data

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 51 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 52 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Section L clauses are contained in the Basic Multiple Award Contract (MAC) and as describe below:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Task Order resulting from this solicitation.

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

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

Task Order Award

- (1) The Government intends to award a Task Order that results from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.
- (2) Offerors are advised that any proposal receiving an unsatisfactory score in one or more factors or sub-factors may be rejected as ineligible for award.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a Task Order without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Task Order Officer later determines them to be necessary. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16.
- (5) The Government reserves the right to make an award on any item for a quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal maybe rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (8) A Cost Realism Analysis will be performed, and will be considered in evaluating performance or

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 53 of 61	FINAL
--------------------------------------	---------------	------------------	-------

schedule risk.

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

ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

QUESTIONS

Offerors may submit questions requesting clarification of solicitation requirements on the Bid Event Site. It is requested that all questions be received by **4:00 PM (16:00HR), 23 February 2010**.

SUBMISSION OF OFFERS

Award is anticipated under this Solicitation to be made upon initial proposal. Proposals shall be submitted electronically no later than **4:00 PM (16:00 HR) Pacific Time, 2 March 2010** via the Auction Services Site. Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered unacceptable and may render the offeror ineligible for award. For proposal purposes, the estimated date of **Task Order award** is 30 April 2010.

Proposal format – General Requirements: In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared to meet the following format requirements for printing:

8.5 x 11 inch paper · Single-spaced typed lines · 1 inch margins · 12-point (Times New Roman Font) in the text · No hyperlinks · All files shall be compatible with Microsoft Office Suite (Microsoft Word software with .doc file extensions and Microsoft Excel software with .xls file extensions) · Spreadsheets submitted shall include all calculations in the cells. Please note that spreadsheets shall be formatted with proper page breaks to allow for printing without reformatting. The Prime Contractor's name shall appear in the header of each page of each document.

PROPOSAL CONTENT AND DETAILED INSTRUCTIONS FOR EACH SECTION OF THE PROPOSAL

Legal Offer. The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. The offer must be limited to the following submissions and pages.

Cover Letter. The cover letter shall reference the solicitation number, identify all enclosures, and indicate that the proposal will be valid for 90 days from date of submission. The cover letter shall also identify the following:

- Offeror's Name, address, telephone and facsimile numbers, and e-mail address.

- Name of person or persons authorized to negotiate on the offeror's behalf, address, telephone and facsimile numbers and e-mail address.

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 54 of 61	FINAL
--------------------------------------	---------------	------------------	-------

- Name, title, and signature of the person authorized to sign the proposal.

Section B. The offeror shall complete this pricing section by inserting the proposed estimated cost and fixed fee for each line item identified.

Section C. Resumes submitted for Key Personnel must meet or exceed the personnel qualification specified by labor category in Section M.

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

Section H. Mandatory Requirements: Address how each mandatory requirement is met as discussed in Section H, Contract Mandatory Requirements.

Section K. Complete in accordance with the instructions

Technical Capability (see instructions below).

Past Performance (see instructions below).

The North American Industry Classification (NAIC) code applicable to the requirements contained with subject solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a Small Business concern must have had an average annual receipt over their three previous fiscal years that were less than \$27,000,000.00.

Mandatory Requirements:

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of task order performance. **An offeror not meeting all of these requirements (or not having acceptable plans for meeting the requirements by task Order award) will not be considered as eligible for award.** In addition, all mandatory requirements must be maintained through the life of the order. The mandatory requirements are in the following areas:

1. **Personnel Security Clearance**
2. **OCI Certification / Mitigation Plan**

Requirements 1: Personnel Security Clearance: All personnel shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET.

Requirement 2: Organizational Conflict of Interest (OCI): The offeror shall certify compliance with OCI clause outlined in Section C or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest. Offerors should include any and all conflicts with other vendors related to this Solicitation. If it is believed that conflicts of interest are either real or perceived,

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 55 of 61	FINAL
--------------------------------------	---------------	------------------	-------

a mitigation plan shall be developed and submitted as part of your proposal submission. If no conflict is apparent, the offeror should clearly state so in their offer.

EVALUATION FACTORS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following evaluation factors:

Evaluation Factor 1: Technical & Management. This evaluation factor is subdivided into two sub factors:

Sub Factor A – Personnel Qualification and Experience (Resumes) (6 pages)

Resumes are required for Key Personnel labor categories. Resumes submitted for Key Personnel must meet or exceed the personnel qualifications specified in Section M for the three (3) labor categories. Education and experience qualifications apply to both Prime Contractor and Subcontractor personnel. The offeror is required to submit a current, signed, "Letter of Intent" for all key personnel that are contingent hires. The letter must be signed by the employee and the offeror. The meaning of "current", as used in this factor, is defined as "within 30 days prior to submission of proposal". A "Letter of Intent" that states that personnel working other contracts in various global locations are willing and ready to support the contract (signed by the company employee).

Sub Factor B – Plan to Accomplish/Transition Plan (Not to exceed 20 pages)

The Offeror shall submit a Plan to Accomplish/Transition Plan. The Plan to Accomplish shall demonstrate the Offeror's management and technical capability by describing the methods and approach to fulfill the requirements of the TechRep Engineering and Logistics Services, outlined in the Performance Work Statement, Section C. The Plan shall demonstrate an understanding of the PWS by including a traceable, staffing proposal covering all areas of the PWS that identifies the labor categories to be used along with the corresponding proposed labor hours. The staffing proposal shall also identify the organizational structure of the company to include both prime and subcontractor support areas and interfaces. The Plan to Accomplish shall demonstrate the use of a status tracking system that provides task milestones, costs, and deliverables; and shall demonstrate the use of a quality control system/process that ensures product accuracy and service quality.

The Transition Plan shall be a detailed 30-day plan, describing the transition of services for tasking beginning immediately at contract award and emphasizing the methods to be used to ensure continuity of the major tasks. The Transition Plan shall describe/include proposed methodologies and realistic progression of events, a Plan of Action & Milestones (POA&M), technical problems that might be encountered during transition relative to all tasks defined in the PWS, methods and procedures to effect problem resolution, personnel labor mix who will interface with NSWC PHD personnel, and personnel labor mix who will accomplish required transition tasking. If incumbent contractor employees are identified in the Transition Plan as future employees, a plan that identifies the Offeror's approach for recruiting and retaining the desired personnel is required.

Evaluation Factor 2: Past Performance (Not to exceed 6 pages)

The Offeror shall submit information describing the company's past performance on Federal, State and

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 56 of 61	FINAL
--------------------------------------	---------------	------------------	-------

Local government, private contracts and subcontracts for a like or similar requirement, completed within the last five (5) years or which have been in progress for at least one (1) year. Include the name of the reference who can affirm that the company has performed the type of work specified in the PWS under a previous contract(s) or task order(s) and who is willing to provide information on the quality of the company's past performance. In addition to the named reference, include the agency name and address, telephone number, contract/task order number, and duration of support. An Offeror that does not have any past performance history will receive a neutral rating. The Offeror shall submit a minimum of three (3) references, not to exceed five (5). A maximum of two (2) references may be submitted for a proposed Subcontractor if said Subcontractor will perform at least 10% of the proposed labor hours. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside the Government. The Government reserves the right not to contact all the references submitted by the Offeror.

Cost Information

The Offeror shall submit a cost proposal for the work contained in the RFP to include:

- (1) Certain cost information is required, other than certified cost and pricing data for this Contracting Office to perform a cost realism analysis and determine the reasonableness of your cost proposal.
- (2) Although certified cost and pricing data is not required, you are to use your most current labor rates and indirect rates in preparing your cost proposal. Follow the instructions provided and include the supplemental information requested.
- (3) The Offeror is to certify that all rates proposed for this effort are equal to or less than the rates awarded under their Seaport-e Contract. This requirement flows down to any proposed subcontract effort.
- (4) Cost information and cost proposals are to be provided in accordance with the instructions and in the format as provided in Attachment (4).
- (5) Subcontracted costs - Each subcontractor shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. The detailed information may be provided separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors may submit their information directly to the Government via Auction Services. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals.
- (6) Provide a cost efficiency and price reduction plan, which reflects, as 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.
- (7) Offerors shall provide the following work year information in narrative format:

List of Offeror's paid holidays

Statement of average number of paid vacation days per employee, per year

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 57 of 61	FINAL
--------------------------------------	---------------	------------------	-------

Statement of the number of paid sick days per employee per year; and

Description of any other factors used to determine direct and indirect labor hours.

Supporting Cost Data. Provide supporting cost data as required in the format of solicitation Attachment 7, "Supporting Cost Data." When the Offeror elects to claim FCCOM as an allowable cost, the Offeror must include DD Form 1861, Contract Facilities Cost of Money. Additional brief narrative shall be attached to the Supporting Cost Data Table to describe derivation of labor rates (include standard work weeks, proposed uncompensated overtime), pools to which indirect rates are applied, historical/provisional billing rates for indirect rates for the last 3 years and description and amount of proposed Other Direct Costs. If a Formal Pricing Rate Agreement has been negotiated, provide a copy. Provide copies of any DCAA correspondence that approve proposed indirect rates.

Other Direct Costs (ODCs). FEE ON ODC's IS NOT AUTHORIZED. The Government's unburdened estimate for travel under this effort is listed below for Tasking specified in the PWS. This estimate must be included in Section B of the offer for all applicable CLINs. The management of travel between Prime and any Subcontractors shall be described. Other ODC amounts proposed by an Offeror shall also be included for all applicable CLINs and these costs shall be itemized with written justification provided to support the proposed costs. In order for an expense category to be allowed as a direct charge under the resulting task order, it must be identified in the proposal and be reflected in the applicable CLIN/SLIN.

TRAVEL AMOUNTS:

Base Year	\$51,000.00
Option Year One	\$52,785.00
Option Year Two	\$54,633.00
Total for entire Task Order period:	\$158,418.00

NON-TRAVEL OTHER DIRECT COSTS (Material and Material Handling)

Base Year	\$91,600.00
Option Year One	\$91,000.00
Option Year Two	\$91,000.00
Total for entire Task Order period:	\$273,600.00

(8) Additional information required:

OFFERORS ARE REQUIRED TO SUBMIT A COPY OF THEIR COST PROPOSALS TO THEIR COGNIZANT DCAA OFFICE AT THE SAME TIME OF POSTING THE PROPOSAL IN THE SEAPORT-E BID EVENT SITE, AND AFFIRM THEY HAVE DONE SO. (Use Attachment (6))

PRIME CONTRACTORS AND SUBCONTRACTORS ARE REQUIRED TO PROVIDE THE DCAA BRANCH OFFICE FOR THEIR COMPANY, WITH THE NAME, PHONE NUMBER, AND E-MAIL ADDRESS OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THE

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 58 of 61	FINAL
--------------------------------------	---------------	------------------	-------

COMPANY. (Use Attachment (6)).

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 59 of 61	FINAL
--------------------------------------	---------------	------------------	-------

SECTION M EVALUATION FACTORS FOR AWARD

This task order is reserved for only those contractors, which have been Zone 6 – Small Business concerns identified in Section B of the SeaPort-e Multiple Award Contract (MAC). Only those small business concerns as defined in Clause H-5 of the Seaport-e MAC are eligible for award. Proposals from other contractors will not be considered.

This procurement has been set-aside for small business participation only and therefore includes FAR Clause 52.219-14, Limitation on Subcontracting. Pursuant to this clause, at least 50% of the cost of contract performance incurred for personnel shall be expended by employees of the prime contractor.

BASIS FOR TASK ORDER AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that contracts shall be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors in the solicitation. “Factors” shall include all those evaluation factors and mandatory requirements described in this Section M.

This is best value source selection conducted in accordance with the Federal Acquisition Regulations. Award shall be made to the contractor who is deemed responsible in accordance with FAR 9.104; whose proposal conforms to the solicitation’s requirement and is judged to represent the best value to the Government. The best value is represented by the most advantageous offer, price and other factors considered. Such offers may not necessarily be the proposals offering the lowest price or receiving the highest technical rating.

The Government intends to award without discussions. Prospective offerors are advised that proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated price offeror is determined to be the most advantageous to the Government.

EVALUATION CRITERIA FOR AWARD CONSIDERATION

Each offer will be evaluated on the basis of technical and cost and shall be evaluated in accordance with the following factors:

Evaluation Factor 1: Technical and Management.

Sub Factor A – Personnel Qualifications and Experience (Resumes)

Sub Factor B – Plan to Accomplish/Transition Plan

Evaluation Factor 2: Past Performance

RELATIVE IMPORTANCE OF EVALUATION FACTORS

Factor (1) is significantly more important than Factor (2). Within Factor (1), Sub Factors (A) and (B)

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 60 of 61	FINAL
--------------------------------------	---------------	------------------	-------

are equal in importance. All technical evaluation factors other than proposed costs or evaluated costs, when combined, are significantly more important than cost, however, the importance of cost as an evaluation factor will increase with the degree of equality of proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government. After evaluation of the technical proposal and cost, cost may be the deciding factor between two or more highly rated technical proposals.

EVALUATION CRITERIA

Evaluation Factor 1: Technical and Management. The Government will evaluate Key Personnel Resumes, and the Plan to Accomplish/Transition Plan

Sub Factor A – Personnel Qualifications and Experience (Resumes). The Government will evaluate the qualifications of the Offeror’s proposed Key Personnel. Experience will be evaluated based on work performed for like, or similar requirements to that described in the PWS.

Test Equipment Systems Engineer – Bachelor’s degree in Electronic Engineering or related scientific field and 5 years of experience related to the development, production, and servicing missile Test Equipment is required or 10 years of similar experience with Naval Missile Test Stations. Experience shall reflect an understanding of Surface Missile test requirements, real time operating systems, and integration of virtual instruments and shall reflect increasing responsibilities, including serving as a project team leader responsible for personnel, performance, and schedules.

Logistician – at least 3 years of experience related to the logistics support of government-furnished equipment(GFE) and government-owned material(GOM) management is required. Must have experience working with DON contractors, DCMA and Navy material management personnel and knowledge of DON contract requirements, policy and procedures as it pertains to GFE/GOM.

Project Manager – Bachelor’s degree in Science or Engineering or Business and at least 3 years of experience related to the general management of a system program is required. Experience shall demonstrate an understanding of business policies and procedures as evidenced through participation in planning meetings, program reviews, and technical working groups. Must have demonstrated experience in leadership and responsibility, and in managing multiple projects and multidisciplinary teams. Must have demonstrated experience in program plans and schedules derived from master development schedules. Must have demonstrated experience in identifying technical and programmatic risk areas and in developing and implementing risk mitigation plans. Must have demonstrated experience in budget forecasting and execution, and the ability to provide technical and budgetary briefings to Navy management.

Sub Factor B – Plan to Accomplish/Transition Plan. The Government will evaluate the Offeror’s demonstrated management and technical capability by analyzing the methods and approach described in fulfilling the requirements of the PWS. The Government will evaluate the Offeror’s demonstrated understanding of the PWS by analyzing the staffing proposal, the identified labor categories and hours, the identified organizational structure support areas and interfaces for coverage of all areas of the PWS. The Government will evaluate the Offeror’s demonstrated use of a status tracking system by analyzing the planned application for monitoring milestones, costs, and deliverables. The Government will

SOLICITATION NO. N00024-10-R-3157	AMENDMENT NO.	PAGE 61 of 61	FINAL
--------------------------------------	---------------	------------------	-------

evaluate the Offeror's demonstrated use of a quality control system/process by analyzing the planned application of quality assurance programs for products and services. The Government will evaluate the Offeror's Transition Plan by analyzing the methods used, the personnel mix selected, and the estimated timeframe for the transition of services and continuity of major tasks.

Evaluation Factor 2: Past Performance. Past Performance will be evaluated on the degree to which the Offeror has satisfied its customers in the past and complied with Federal, State, and local laws and regulations. Information utilized will be obtained from the references listed in the proposal, other customers known to the government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractor, and key personnel. The offeror's customers will be contacted and asked: is the offeror capable, efficient, and effective; did the performance conform to the terms and conditions of the contract; was the offeror reasonable and cooperative during performance; is/was the offeror committed to customer satisfaction; is the offeror knowledgeable and did the offeror conform to the standards of good workmanship and technical excellence; and would you have this Contractor do additional work for you. An offeror that does not have any past performance will receive a neutral rating. In evaluating Past Performance, more value will be assigned to experience that is more relevant to the systems and tasking described in the PWS than more general or less relevant work experience.

Cost The government will evaluate offers for award purposes by performing a Cost Realism Analysis as described in FAR 15.404-1(d) for this task order. The evaluation will be based on an analysis of realism and completeness of the cost data, the traceability of the cost to the Offeror's technical capability and 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, as necessary as appropriate, will be used to arrive at the Government determination of most probable cost to be incurred for the performance of this Task Order. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the Offeror's proposed cost will be adjusted upward and/or downward using DCAA verified rates and Global Insight's escalation factor to reflect a more realistic cost. Offerors are cautioned that to the extent proposed costs appear unrealistic; the government may infer a lack of understanding of the requirements, increased risk of performance, or lack credibility on the part of the Offeror.

52.217-5 – EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).