

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-09-R-3146		2. AMENDMENT NO. 1		3. EFFECTIVE DATE 04/29/2009		4. PURCHASE REQUEST NO. N00178-09-NR-55178	
5. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 arline.parker@navy.mil 540-653-7093				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 05/21/2009 1200 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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GENERAL INFORMATION

Solicitation Amendment 0001 is issued to correct two areas based on questions submitted and address a request for Wage Determination for the RFP.

1. Section L, paragraph 6.2, is corrected to delete the letters "D, E, and F" from multiple labor categories.
2. Section M, paragraph 1.0 is corrected to identify the Mid Atlantic Zone (Zone 3) as the Performance Zone of this effort.
3. The labor mix is predominantly non-Service Contract Act (SCA). and, therefore, SCA and an associated Wage Determination is not included in this RFP.

The solicitation closing date is **NOT** extended.

This is a follow-on to portions of work being performed the following:

Northrop Grumman Space & Mission Systems, 2340 Dulles Corner Blvd., Herndon, VA 20171, under contract N00178-04-D-1004. 100% of this work will be included in this effort.

DRS Systems, Inc., 5 Sylvan Way, Parsippany, NJ 07054-3813 under contract N00178-04-D-4036 Task Order 0005, and under Task Order 0006 and Task Order 0007. 100% of Task Order 0005, 4% of Task Order 0006, and 10% of Task Order 0007 will be included in this effort. The work being included from Task Orders 0006 and 0007 are ISEA efforts.

Lockheed Martin Integrated Systems, Inc., 6801 Rockledge Drive, Bethesda, MD 20817-1803 under contract N00178-04-D-4079 Task Order 0007. 100% of this work will be included in this effort.

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

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Base Period, Support in accordance with Section C. 86.9 Labor Years (LY) (TBD)	86.9 LY		
4100	Option Period One, Support in accordance with Section C. 88.6 Labor Years (LY) (TBD) Option	88.6 LY		
4200	Option Period 2, Support in accordance with Section C. 90.4 Labor Years (LY) (TBD) Option	90.4 LY		
4300	Option Period 3, Support in accordance with Section C. 92.2 Labor Years (LY) (TBD) Option	92.2 LY		
4400	Option Period 4, Support in accordance with Section C. 94.1 Labor Years (LY) (TBD) Option	94.1 LY		

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Base Period, Support in accordance with Section C. (TBD)	1.0 Lot
6100	Option Period One, Support in accordance with	1.0 Lot

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Section C (TBD)
Option

6200 Option Period 2,
Support in
accordance with
Section C (TBD)
Option 1.0 Lot

6300 Option Period 3,
Support in
accordance with
Section C. (TBD)
Option 1.0 Lot

6400 Option Period 4,
Support in
accordance with
Section C. (TBD)
Option 1.0 Lot

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a term (LOE) order.

Items in the 4x00 series are cost plus fixed fee type

Items in the 6x00 series are cost only

ADDITIONAL CLINS

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

EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this task order, 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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

INTRODUCTION

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

C.1 BACKGROUND / PURPOSE / SCOPE

C.1.1 BACKGROUND: The Mission of the Naval Surface Warfare Center, Dam Neck, (NSWCDN) is to arm warfighters with innovative capabilities by delivering force-level integrated and interoperable engineering solutions, mission critical control systems, and associated testing and training technologies which meet the requirements of the maritime, joint, special warfare and information operation domains. Accomplishments of this mission involves a full range of Fleet analytical, engineering, and technical support to include programmatic and acquisition support; Fleet modernization support including technology refresh management; system/equipment/field change installation, integration, and testing; in-service engineering support to fielded systems; life-cycle logistics including operator/maintainer training, configuration management, technical documentation, technical facilities maintenance and modernization and other related functional support from unit level combat systems such as Ship Self Defense System (SSDS), Advanced Combat Direction System (ACDS), and AEGIS, to operation level command & control (C2) systems such as Maritime HQ with Maritime Operations Center and Joint C2 Maritime Module for the U.S. Navy ships and shore sites, Coast Guard, Joint, and Allied & Coalition Forces. In support of mission requirements, NSWCDN is assigned the In-Service Engineering (ISEA), Acquisition Engineering Agent (AEA), Program Management (PM), and Design Agent (DA) duties for the Navy Tactical/Non-Tactical Computers, Peripherals and Displays. Successful execution of these functional requirements will contribute to the improvement of Fleet combat readiness and achievement of providing direct Fleet and Coalition support in consonance with the 21st Century National Maritime Strategy.

C.1.2 PURPOSE: The purpose of this order is to provide contractor support to NSWCDN in order to accomplish the work described herein.

C.1.3 SCOPE: The Contractor shall provide Program support, Acquisition Engineering support, System Engineering and Integration; Installation support and Technical Facilities maintenance and modernization support to further NSWCDN's contributions towards attainment of the National Maritime Strategy. This work will involve support to U.S. Navy ships, operational staffs, shore commands and activities, joint commands and activities, and Coalition partners under established Foreign Military Sales (FMS) agreements. This contract will involve work on U.S. and foreign Navy ships and shore facilities in CONUS and out of CONUS. The type of support required is characterized by requirements analysis, technical studies, testing supporting system modernization efforts, equipment installation and check out, training, structured ship visits, circuit card repairs, technical manual development/review, data base support, configuration management support, equipment refurbishment/upgrades, system/equipment safety reviews, equipment/system logistic support, provisioning support for assigned equipment/-systems, installation support and other efforts.

C.2 APPLICABLE DOCUMENTS: The specifications, standards, instructions, directives, and other publications listed below are referenced in individual requirements paragraphs. Current editions are governing unless a specific edition is cited in the Technical Instructions (TIs) when issued.

C.2.1 MIL-DTL-31000C - Technical Data Packages 9 JUL 04

C.2.2 MIL-STD-100G NOT 1 - Engineering Drawing's

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C.2.3 MIL-P-24534A NOT 1 - Planned Maintenance Subsystem, Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation 21 NOV 91

C.2.4 MIL-DTL-24784 W/Supplement 1 - Manuals, Technical: General Acquisition and Development Requirements, General Specification for 3 NOV 07

C.2.5 MIL-E-17555H(2) - Packaging and Packing of Electronic and Electrical Equipment, Accessories and Repair Parts 2 NOV 92

C.2.6 MIL-D-23140D - Drawings, Installation Control, for Electronic Equipment 30 APR 92

C.2.7 MIL-M-24100C - Manual, Technical, Functionally Oriented Maintenance (FOMM) for Equipment and Systems. (Note - Inactive for new systems) 20 JUL 95

C.2.8 MIL-M-28787D - Modules, Standard Electronic, General Specification for (Note - Inactive for new systems) 4 APR 98

C.2.9 MIL-STD-38784(1) NOT 2 - Standard Practice for Manuals, Technical: General Style and Format Requirements 1 DEC 00

C.2.10 MIL-M-60903A NOT 3 - Marking of Electrical Wires and Cables (Note – Inactive for new designs) 21 JUN 95

C.2.11 ASME-Y14.38 - Abbreviations and Acronyms 8 NOV 99 (**Industry Standard**)

C.2.12 MIL-STD-196E - Joint Electronics Type Designator System 17 Feb 1998

C.2.13 MIL-HDBK-470A NOT 1 - Designing and Developing Maintainable Products and Systems, Vol. I 29 Jun 07

C.2.14 MIL-STD-961E - Defense and Program-Unique Specifications Format and Content 1 AUG 03

C.2.14 MIL-STD-2073-1D(1) - DoD Standard Practice for Military Packaging 10 MAY 02

C.2.15 MIL-STD-1285D - Marking of Electrical and Electronic Parts 7 SEP 04

C.2.16 MIL-PRF-29612B NOT 1 - Training Data Products 8 JUN 06

C.2.17 MIL-STD-1389D NOT 1 - Design Requirements for Standard Electronic Modules (Note – Inactive for new designs) 22 APR 98

C.2.18 MIL-STD-1686C - Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies, and Equipments 25 OCT 95

C.2.19 MIL-HDBK-2036 - Electronic Equipment Specifications, Preparation of 01 NOV 99

C.2.20 DOD-STD-2106 - Development of Shipboard Industrial Test Procedures 31 JUL 86

C.2.21 MIL-HDBK-263B - Electrostatic Discharge Control Handbook for Protection of Electrical and Electronic Parts, Assemblies, and Equipments 31 July 94

C.2.22 OPNAVINST 4790.4E - Ship's Maintenance Material Management Manual 9 Nov 07

C.2.23 OPNAVINST 5100.19E - Navy Safety and Occupational Health (SOH) Program Manual for Forces Afloat, Volume I-IV 30 May 07

C.2.24 OPNAVINST 5100.10 - DON Policy for Safety, Mishap Prevention, Occupational Health and Fire Protection Programs 26 Oct 05

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- C.2.25 OPNAVINST 5100.28 - Navy Hazardous Material Users Guide 21 Jan 05
- C.2.26 OPNAV 5510.36B - Department of the Navy (DoN) Information Security Program Instruction 6 Oct 06
- C.2.27 DoD Directive 5000.01 - The Defense Acquisition System 12 May 03
- C.2.28 SECNAV INST 5000.2C - Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System 19 Nov 04
- C.2.29 MIL-HDBK-454A, General Guidelines for Electronic Equipment
- C.2.30 MIL-STD-1000B + Change Notice 1 - Military Specification, Drawings, Engineering and Associated Lists
- C.2.31 MIL-HDBK-29612/1A - Guidance for Acquisition of Training Data Products and Services (Part 1 of 5 Parts).
- C.2.32 MIL-HDBK-29612/2A - Instructions Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts)
- C.2.33 MIL-HDBK-29612/3A - Development of Interactive Multimedia Instruction (IMI) (Part 3 of 5 Parts)
- C.2.34 MIL-HDBK-29612/4A - Glossary for Training (Part 4 of 5 Parts)
- C.2.35 MIL-HDBK-29612/5 - Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5 Parts)
- C.2.36 MIL-PRF-29612B - Training Data Products
- C.2.37 MIL-HDBK-502 - Acquisition Logistics
- C.2.38 MIL-PRF-49506 - Logistics Management Information
- C.2.39 IEEE12207.0 - Software Life Cycle Processes (**Industry Standard**)
- C.2.40 IEEE12207.1 - Software Life Cycle Processes - Life Cycle Data (**Industry Standard**)
- C.2.41 IEEE12207.2 - Software Life Cycle Processes - Implementation Considerations (**Industry Standard**)
- C.2.42 MIL-DTL-24784B, SUP1 - Manuals, Technical: General Acquisition and Development Requirements
- C.2.43 MIL-D-23140D - Drawings, Installation Control for Shipboard Electronic Equipment
- C.2.43 NAVSEA Technical Specifications 9090-310, 9090-500B, 9090-600
- C.2.45 Industrial test procedures as needed to perform separate efforts. (**Industry Standard**)
- C.2.46 Test software as needed to perform separate efforts. (**Industry Standard**)
- C.2.47 Installation Control Drawings as required. (COTS/GOTS)
- C.2.48 Ships Installation Drawings as required. (COTS/GOTS)
- C.2.49 Technical Manuals as required. (COTS/GOTS)
- C.2.50 Ships overhaul schedules.

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C.3 REQUIREMENTS: Work to be performed and required deliverables are specified herein. The government will maintain oversight of all contractor efforts. As an example, when the contractor is assigned program management planning assistance, The Technical Instruction (TI) may be issued to provide further specificity for the requirements; the effort oversight; identify, and provide as applicable, any specific GFI necessary to support the production of specified TI deliverables.

When the Government requires development to replace components no longer available through government or commercial sources, the government will provide all requirements, review all drawings and design documentation, review and approve all materials prior to procurement and oversee all pre-installation testing. In addition the government will approve all test plan modifications and associated procedure updates to validate the prototype performance. The government will certify that the prototype replacement does in fact satisfy “form”, “fit” and “function” requirements of the component(s) being replaced.

When the Government requires equipment, either whole suites or individual system components, be installed or de-installed, the government will provide direct oversight to this effort. The government will provide validation of any test plan or test procedures used to test the installed equipment suite, after the installation, field change and/or equipment modification is completed. The government will observe the test event and verify proper equipment operation

When the Government requires logistical support planning, the government will convey the requirements and metrics for Logistical support for equipment suites to the lowest shipboard replacement unit. The government will verify that sufficient replacement units are identified for procurement, that Maintenance Procedures are updated as necessary to maintain current system configurations. In addition, the government will evaluate all material lists for availability via MILSTRIP and approved government sources prior to allowing the contractor to initiate acquisition efforts.

C.3.1 Work Area 1: Program Planning Assistance and Technology Assessment

- a. Analyze changes to mission requirements, and provide recommendations to support operational mission needs.
- b. Analyze proposed changes and emerging technologies for impacts on system operation, maintenance, mission effectiveness, life cycle impacts, interface requirements, and other factors.
- c. Perform engineering studies to provide recommended procedures and materials, necessary to develop tech-refresh and next generation hardware solutions, etc. for equipment suites.
- d. Use modeling and simulation and analysis techniques to perform studies to assess system performance.
- e. Review available data and metrics to understand the benefits of modeling and simulation in the training environment for intermediate and advanced phase training.
- f. Support safety program implementation for all phases of the system life cycle for systems and designated equipment suite components assigned.
- g. Review and assess program plans and schedules, CM Plans, R&M Plans, Test and Evaluation Plans and other associated plans.
- h. Provide support as required to develop forms, reports, and graphics.
- i. Provide engineering and technical documentation in support of the above efforts. The documentation shall be prepared in accordance with applicable specifications, practices, guidelines, formats and standards and shall include provisions for configuration control of revisions. Engineering and technical documentation may include: background data, technical point papers, technical/management reports, Provisioning plans, Program Management Plans (PMP), agendas, graphic artwork (viewgraphs, illustrations, charts) audiovisual media suitable for technical management presentations, minutes, reports, and trade-off studies.

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j. Generate correspondence, papers, documentation, reports, studies, and formal and informal briefs for government review and distribution as required.

C.3.2 Work Area 2: Technology Refresh Modernization and Product Life Extension

a. Provide in-depth engineering expertise, background data, technical point papers, agendas, visual aides, minutes, reports, and trade-off studies, participate in planning, in-process reviews, preliminary and critical design reviews, program reviews, problem resolutions, design working groups, configuration working group meetings, refurbishment meetings and test group proceedings.

b. Assist in the development, review, or modification of equipment and system specifications, test plans and procedures, and design documents for conformance to sound engineering practices and formally established requirements and procedures. Recommend support, installation, maintenance, and design approaches and procedures. This effort will support the government's goal to provide sufficient information to allow full and open competition for any system/component production effort.

c. Review design drawings for completeness. Provide program management support to ensure that all development, engineering, production, test, integration, logistics and installation milestones are met.

d. Identify interface requirements and recommend solutions for interface problems.

e. Perform reliability and maintainability analyses of designs.

f. Review ECPs, technical manuals, procedure changes and other documents for safety before implementation.

g. Coordinate and analyze safety deficiency reports and recommend corrective actions.

h. Design and layout circuits and printed wiring boards and provide all required documentation.

i. Construct breadboards, wire wrap mockups, circuit card assemblies (CCAs), or prototypes for test and evaluation.

j. Fabricate and assemble hardware, panels (including silk screening and engraving), cable harnesses, and connectors on cables.

k. Update or revise existing Government fabrication and assembly data for units produced under this contract.

l. Provide equipment manufacturing support capable of producing COTS replacement technology, field changes and equipment upgrades.

m. Review, update, maintain, and validate firmware and embedded software, as stand-alone tests or as part of operational programs and associated documentation.

n. Design and install electronic classrooms.

o. Develop, revise, assemble, package, store, and maintain engineering drawings, manuals, and other technical documentation in hard copy and computer-based formats, including Interactive Electronic Technical Manuals (IETMs).

p. Provide maintenance support for systems and equipment configuration data bases and associated automated files (word processor, spreadsheet, etc.).

q. Review, revise, or provide Provisioning Technical Documentation (PTD), Program Support Data (PSD), Consolidated Shipboard Allowance Lists (COSAL), Allowance Parts Lists (APL), Preliminary Allowance Lists (PAL), Interim Repair Parts Lists (IRPL), Allowance Components Lists (ACL), Allowance Equipage Lists (AEL), Shipboard Maintenance & Repair (SM&R) Code, Onboard Repair Parts (OBRP) documentation, Space Allowance Lists, ILS Plans, User Logistic Support Summaries (ULSS), Post Production Support Plans(PPSP), Life Cycle Support Plans,

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Refurbishment Work Plans, Restoration Schedules and Maintenance Assistance Module (MAM) documentation, Configuration Management Plan(CMP), Technical Manual Change Forms, and recommend improvements or corrections.

- r. Provide logistics support for Installation and Checkout (INCO) kits, Maintenance Assist Modules (MAMs) kits, Interim Spare Parts functions to include acquisition of spare parts.
- s. Develop, revise, or maintain training materials such as Training Path System, Personnel Performance Profiles, Navy Training Plan, and training curricula. Review training materials, equipment, and recommend technical corrections and improvements. Develop and present training courses including Computer Based Training (CBT) and Interactive Courseware (ICW).
- t. Provide support as required to develop forms, reports, and graphics.
- u. Provide engineering and technical documentation in support of the above efforts. The documentation shall be prepared in accordance with applicable specifications, practices, guidelines, formats and standards and shall include provisions for configuration control of revisions. Engineering and technical documentation may include: background data, technical point papers, technical/management reports, Provisioning plans, Program Management Plans (PMP), agendas, graphic artwork (viewgraphs, illustrations, charts) audiovisual media suitable for technical management presentations, minutes, reports, and trade-off studies.
- v. Generate correspondence, papers, documentation, reports, studies, and formal and informal briefs for Government review and distribution as required.

C.3.3 Work Area 3: Experimentation, Test and Certification of Systems and Equipment.

- a. Support and execute shipboard systems performance and operability testing.
- b. Assist with the development, execution, preparation, and maintenance of Test Plans for fleet exercises. Perform data analysis and generate test reports.
- c. Assist in the development of an initial capability to certify and accredit joint training events and participating training sites according to predefined joint training and interoperability criterion.
- d. Assist in the development of a plug and play capability to optimize the use of existing training and test ranges; live exercises; virtual and constructive simulators and simulations that can be used to support joint and interoperability training needs.
- e. Perform testing of breadboards, wire wrap mockups, and CCAs.
- f. Participate in Factory Acceptance Tests (FATs).
- g. Test and evaluate installed equipment, and systems for performance, operation, accuracy, signal flow, heat dissipation, Radio Frequency (RF) shielding, RF susceptibility, and other relevant factors.
- h. Assist with the development, preparation, and maintenance of Test Plans and related documents for ship industrial availabilities and all stages of shipboard industrial test procedures as defined by DOD-STD-2106.
- i. Maintain an automated information file of PMS/Test Software/industrial test procedure feedback reports and recommendations from completed shipboard tests that relate to changes or innovations for future combat system testing methods or procedures.
- j. Assist in duplication, configuration management, inventory management, and distribution of magnetic tapes, disks, and documentation of test maintenance software.
- k. Perform specific information assurance certification or accreditation procedures and processes on Government owned software and embedded software systems. The documents governing these processes or procedures will be

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provided as GFI and shall be approved documentation currently in place for Information Assurance of Government software. Examples include DoDD 8500.1 (Information Assurance (IA)) and DoDI 8500.2 (Information Assurance (IA) Implementation).

- l. Provide support as required to develop forms, reports, and graphics.
- m. Provide engineering and technical documentation in support of the above efforts. The documentation shall be prepared in accordance with applicable specifications, practices, guidelines, formats and standards and shall include provisions for configuration control of revisions. Engineering and technical documentation may include: background data, technical point papers, technical/management reports, Provisioning plans, Program Management Plans (PMP), agendas, graphic artwork (viewgraphs, illustrations, charts) audiovisual media suitable for technical management presentations, minutes, reports, and trade-off studies.
- n. Generate correspondence, papers, documentation, reports, studies, and formal and informal briefs for Government review and distribution as required.

C.3.4 Work Area 4: Installation of Systems and Equipment. All shipboard production work shall be scheduled and coordinated in the SHIPMAIN database.

- a. Assist in the preparation and development of installation plans, parts lists, instructions, checkout plans, test procedures, handbooks, and drawings for installations.
- b. Prepare Preliminary Engineering Change Proposals (ECPs), Test Temporary Engineering Changes, Temporary Engineering Changes (TECs) Authorization Requests (TARs), Integrated Logistics Support (ILS) Checklists, Product Baselines (PBLs), Engineering Change Proposals (ECPs), Engineering Change Orders (ECOs), Engineering Changes (ECs), Temporary Ecs, Temporary Engineering Cancellation Orders (TECOs), Installation Status Reports, SHIPALTS, Integrated Logistics Support (ILS), User's Logistic Summary(ULSS), Configuration Management, Ship System Manuals (SSMs), Planned Maintenance Subsystem (PMS) materials, Modification Candidate Lists, Type Zero Improvements, Technical Manuals and changes (including Interactive Electronic Technical Manuals), and Project Change Notices documentation to support planning for temporary or permanent installations.
- c. Assemble, package, store, and prepare Item Unique Identification (IUID) compliant Field Change (FC) kits, Engineering Change Kits, Installation and Checkout (INCO) kits, Maintenance Assist Modules (MAMs) kits, Internal Spares Kits, equipment, or systems for installation.
- d. Perform shipchecks/facility visits to verify dimensions, interferences, power availability, tolerances, locations, and other installation factors.
- e. Install or remove changes, cables, assemblies, prototypes, equipment, etc. onboard ships and at shore sites.
- f. Perform preliminary installation checkouts such as cable continuity checks, visual inspections, connector pin verification, and operational verification.
- g. Perform post installation checkout, test, and certification procedures. Verify field/engineering changes installed; sub-assembly and equipment serial numbers, system installation, location, and condition.
- h. Investigate and test reported interface compatibility problems, and repair or recommend necessary corrective actions.
- i. Provide support as required to develop forms, reports, and graphics.
- j. Provide engineering and technical documentation in support of the above efforts. The documentation shall be prepared in accordance with applicable specifications, practices, guidelines, formats and standards and shall include provisions for configuration control of revisions. Engineering and technical documentation may include: background data, technical point papers, technical/management reports, Provisioning plans, Program Management Plans (PMP), agendas, graphic artwork (viewgraphs, illustrations, charts) audiovisual media suitable for technical management presentations, minutes, reports, and trade-off studies.

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k. Generate correspondence, papers, documentation, reports, studies, and formal and informal briefs for Government review and distribution as required.

C.3.5 Work Area 5: Fleet Analytical & Technical Support

a. Provide technical engineering support for exercise and experimentation efforts to improve tactical and operational level C2 capabilities in exercise and technology demonstrations.

b. Provide M&S support to test and evaluate tactical systems and C2 systems and supporting tactics, techniques, and procedures (TTP).

c. Provide technical and analytical support to maritime Force Commanders to explore and implement new technologies with the associated doctrine/TTPs to improve Fleet operational readiness in Joint and Coalition operations and exercises.

d. Analyze manpower and personnel requirements related to Doctrine, Organization, Training, Material, Leadership and Education, Personnel, and Facilities (DOTMLPF) elements critical to system support and sustainability. Provide recommendations to ensure the designated system maintains optimal operating conditions while remaining cost effective.

e. Provide recommendations on the impacts of new technologies and associated doctrine/TTPs on DOTMLPF factors.

f. Provide full-scale engineering and technical training support to improve operator and maintainer proficiency at the unit and operational level in combat and C2 systems.

g. Provide engineering and technical support to develop and implement the architecture required to successfully integrate M&S systems capabilities with Strike/Expeditionary, Strike/Surface Strike Group and combat and C2 systems in order to support conduct of Fleet Synthetic Exercise and other service/joint training.

h. Review classroom/underway curricula including a check to ensure latest doctrine is included. The Contractor shall also review current doctrine for thoroughness and to ensure it meets current requirements. The Contractor shall develop inputs to Tactics, Techniques, and Procedures (TTP) for Combat Systems, Cruise Missiles, FOTC, C2, and C4I systems.

i. Provide analysis of Fleet and Joint operations through observation, research of lessons learned databases and record message traffic, and attendance at Post Deployment briefs to determine shortfalls in Navy and Joint training.

j. Assist in the development and implementation of a coordinated synthetic M&S based architecture to support Fleet operational level training.

k. Assist with identification of joint training opportunities within the Navy's Fleet Response Plan for inclusion in Joint National Training Capability (JNTC) training events supported.

l. Provide support as required to develop forms, reports, and graphics.

m. Provide engineering and technical documentation in support of the above efforts. The documentation shall be prepared in accordance with applicable specifications, practices, guidelines, formats and standards and shall include provisions for configuration control of revisions. Engineering and technical documentation may include: background data, technical point papers, technical/management reports, Provisioning plans, Program Management Plans (PMP), agendas, graphic artwork (viewgraphs, illustrations, charts) audiovisual media suitable for technical management presentations, minutes, reports, and trade-off studies.

n. Generate correspondence, papers, documentation, reports, studies, and formal and informal briefs for government review and distribution as required.

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C.4 SHIPBOARD PROTOCOL: This order will involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a government representative, the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

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

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

C.5 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

a. The Department of Defense (DoD) Contract Security Classification Specification (DD Form 254), attached hereto, itemizes the security classification requirements for this order. The majority of the efforts under this order and Technical Instructions is at the Confidential and Secret level. However, there may be some efforts that require temporary access to TS/SCI areas and information. It is anticipated that approximately 1% of this effort under this order may be at the TS/SCI level. All other efforts will be at the SECRET level or below. The Contractor shall obtain facility cleared at the TS/SCI level for both processing and storage and personnel clearances, as required by the Department of Industrial Security Program prior to starting work under this order.

b. All personnel performing classified efforts under this order shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work on board U.S. Navy ships or at NSWCDN; or TS/SCI if the efforts or access requires that level of clearance.

(1) All SCI visit requests shall be coordinated with the NSWCDN Special Security Officer (SSO) and the Task Order Manager (TOM). Additional security requirements are outlined in the attached DD Form 254 and its Block 13 attachment.

(2) Contractor requests for non-SCI visit authorizations shall be submitted per DoD 5520.22M (Industrial Security manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency).

(a) When a contractual relationship exists between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of the activity being visited.

(b) When a contractual relationship does not exist between the Contractor and the site being visited, original

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requests shall be delivered to the Security Officer of NSWCDN via the TOM, with the original copy of the request being forwarded to the activity being visited by the NSWCDN Security Officer.

(c) Visit requests for subcontractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO) for certification of need-to-know, when applicable.

C.6 REPORTS AND DELIVERABLES: The Contractor shall deliver progress reports and other data items as described in section C.3 above.

C.6.1 Final Report: A final report, in accordance with CDRL Item Number A001 shall be delivered at the completion of each Technical Instruction and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.

C.6.2 Interim Progress Report (Technical): Interim technical progress reports shall be delivered periodically during the performance of this order in accordance with CDRL Item Number A002, attached.

C.6.3 Interim Progress Report (Financial): Interim financial progress reports shall be delivered periodically during the performance of this order in accordance with CDRL Item Number A003, attached.

C.6.3.1 Graphs. This report includes, per the CDRL and referenced DID, graphs of ceiling, planned burn rate, actual expended, and funded to date for both dollars and labor-hours. Unless the Contractor anticipates this order to be expended in a linear level of effort, the Government expects that the line depicting the planned burn rate (dollars and labor-hours) will be depicted as a curve and not a straight line.

C.6.3.2 Cure Plan. If the curve depicting the actual expenditure (dollars and labor-hours) deviates from the planned burn rate by more than $\pm 5\%$, at the end of the reporting period, the Contractor shall include a Cure Plan in the report describing the process to be used to get back on track.

C.6.3.3 Invoice Status. A table shall be included in the financial report tabulating invoices against this order showing invoice number, date of invoice, total amount of invoice, date paid.

C.6.4 Conference Reports: The Contractor may, in accordance with SOW paragraph C.3.2.a; C.3.3.n; C.3.5.a-e and i above, be required to attend meetings, conferences, and working groups in support of these efforts. Conference reports shall be delivered for all meetings, conferences, and working groups attended while performing this order which had four or more persons in attendance or for those in which action responsibilities, and/or milestones were assigned regardless of the number of persons in attendance. Conference reports shall be delivered in accordance with CDRL Item Number B001, attached.

C.6.5 Technical Report-Study/Services (Study/Analysis Report): Technical Reports, Studies and Analyses in accordance with paragraph C.3.1.a, b,e, and g; C.3.2.a-e, m, q,r-v and s, C.3.3.a-n, C.3.5.a-n, C.3.4.a,b,d-k. These Technical Reports, Analyses and Studies shall be delivered in accordance with CDRL B003.

C.6.6 Presentation Material: Presentation material to support meetings, conferences and briefings as identified in paragraphs C.3.1.i, C 3.2.u, C3.3.m, C3.4.b and j and C3.5.m shall be delivered in accordance with CDRL B004.

C.6.7 Management Plan (Program Management Plan): Program Management Plans as identifier in paragraph C.3.1.o, C 3.2.ah, C3.3.o, C3.4.l and C3.5.s shall be developed and delivered in accordance with CDRL B005.

C.6.8 Government-Owned Property Reports: Government-owned property in the custody of the Contractor shall be reported periodically. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is Contractor-Acquired. The Contractor shall deliver this report in accordance with CDRL Item Number B002, attached.

a. Each item of government-owned property under the contract shall be allocated to only one order. Government-owned property utilized by multiple orders shall be allocated to that which paid for it, provided it, or gets the most benefit (in that order of precedence).

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b. All items in the report shall be sorted by order number (if applicable), government bar code, government plant account number, and government minor property number. This report may be combined with the same report for other orders in effect under the contract with the following stipulation: Sort first by order number.

C.6.9 Additional Contract Deliverable Requirements: In addition to the Deliverable reports and items identified in section C.6.1 through 9, other deliverable items may be identified as a required deliverable product and be so specified in specific technical instructions. When such items are identified, the technical instruction will specify the deliverable item format and specifics by including the appropriate CDRL.

C.7 PLACES OF PERFORMANCE: Efforts under this order shall be performed at contractor facilities and NSWCDN facilities. Occasional, short-term temporary duty may be required on (U.S. and Foreign Navy) ships, in (U.S. and Other countries) Navy and commercial shipyards, at various contractor sites and Government facilities. Support services may also be required onboard ships while operating at sea, and outside the continental United States.

C.8 TRAVEL REQUIREMENTS: All travel under this order must be requested of, and authorized by, the TA (information copy to the TOM), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this order. Specific Travel requirements shall be identified in Technical Instructions.

C.9 TRANSPORTATION OF EQUIPMENT/MATERIAL: The shipment of both Government and Contractor furnished items are required for the performance of this order. Typical items include any or all of the below:

- a. documentation
- b. test equipment
- c. tools

C.9.1 Packing and packaging shall be as specified in the contract. Shipments weighing less than 25 pounds shall be shipped by any expedient method including overnight air express; shipments weighing 25 pounds and greater shall be shipped surface freight. Written requests (including electronic mail) for exception will be approved by the TOM on a case basis. Classified items shall be protected in accordance with the Industrial Security Manual.

C.9.2 All government property being received for custody by the Contractor and all government property being transferred from Contractor custody shall be documented on a DD Form 1149. Should property being received for custody not be accompanied by a DD Form 1149, the Contractor shall prepare one, obtain the necessary signatures (if possible, or annotate the circumstances), and process copies in the usual manner.

C.10 PLAN OF ACTIONS AND MILESTONE (POA&M) REQUIREMENTS: The Contractor shall develop a POA&M for each work area. The signed POA&M shall be provided electronically to the TOM and Contract Specialist within 21 calendar days after Task Order Award, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the Task Order which affect the Level of Effort or contract ceilings. while contractor format is acceptable, with government's approval, the following information, as a minimum, shall appear in each POA&M.

Date POA&M prepared (and revision number if applicable)

- Work Area (number and title)
 - Contract and Task Order number
 - POA&M Period of Performance
 - Contractor Interfaces / Points of Contact (technical area)
- o TI Manager (name, phone number, and email)
 - o Others as appropriate

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- Government Interfaces / POC
- o TOM (name and code)
- o TA (name and code)
 - Signatures (each POA&M must be signed by a contractor representative and have the signature block for signature by the TOM and TA)
 - Work Summary (a brief description of work supported within this work area)
 - Schedule of Events Proposed/Planned (list title of reports to be delivered and due dates for each)
 - Estimated labor-hours required
 - Identify subcontractor efforts
 - Travel – total estimated cost; by destination, show: number of people, number of days, and number of trips
 - Total estimated cost

C.11 TERMINATION OF EMPLOYEES WITH NSWCDN BASE ACCESS: The Contractor shall ensure that all employees who have a NSWCDN badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDN Physical Security of all changes in their personnel requiring NSWCDN base access.

C.11.1 For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDN Physical Security in advance of the date, time, and location where the NSWCDN representative may physically remove the employee’s vehicle sticker and retrieve the NSWCDN badge prior to the employee departing the Contractor’s facility. In the event the employee is separate in his or her absence, the Contractor shall immediately notify NSWCDN Physical Security of the separation and make arrangements between the former employee and NSWCDN Physical Security for the return of the badge and removal of the sticker.

C.12 IN-PROCESS REVIEWS : The contractor shall conduct In-Process Reviews (IPR) with the government. The reviews are estimated to take place on a quarterly basis but shall be scheduled as needed with the TOM.

DIGITAL DELIVERY OF DATA

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

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

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

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

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(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the TOM with an inventory and Material Safety Data Sheet (MSDS) for these materials.

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

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

Contractor Use of NSWCDN IS Resources

In the event that the contractor is required to have access to NSWCDN IS resources, the login name (common id) and associated information shall be registered with the NSWCDN site issuing authority. If the contractor requires access to applications/systems that utilize public key (PK) cryptography, the contractor is responsible for obtaining requisite PK certificates from a DOD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCDN IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office. The accreditation shall include TOM certification that the use and access is required by this contract.

Connections Between NSWCDN and Contractor Facilities

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

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited in accordance with the Defense Information Technology System Certification and Accreditation Process by the cognizant NSWCDN DAA. ISs processing classified information will be accredited by Defense Security Services (DSS).

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, and be permitted, within the plant and on the vessel(s) 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 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

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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, 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 the 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

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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 (f) 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.)

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA)(SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

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.

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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-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

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

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

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

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the

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Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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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.

HQ C-2-0050 SPECIAL AGREEMENT REGARDING SWITCHBOARD SUBCONTRACTS (NAVSEA) (JUN 2000)

(a) The Government has an interest in maintaining a competitive market for switchboards to be used on U.S. Naval vessels. The requirements of 10 U.S.C. 2534 result in a major component of certain switchboards (i.e., air circuit breakers) being available from a single domestic source who is also a competitor for such switchboards. Therefore, the Contractor shall evaluate subcontract proposals for such switchboards exclusive of air circuit breaker content or on some other basis that ensures an equitable switchboard competition.

HQ C-2-0053 STANDARDIZATION - ALTERNATE I (NAVSEA) (JAN 2008)

Subject to meeting the requirements of the specifications, the Contractor shall utilize equipments and components identical to those of the applicable Class of Ships. Where equipments or components are not available, the Contractor shall select hull, mechanical, and electrical (HM&E) components in the following order:

(a) Equipment which meets the requirements of the specifications and is identical to equipments and components of the applicable Class of Ships.

(b) HM&E equipment that meets the requirement of the specification and which is listed in HM&E Equipment Data Research System (HEDRS) with an Engineering Support Code (ESC) of either A, *, G, S, X, Z, P.

(c) Equipment which meets the requirements of the specifications (non-standard equipment). For this category, Provisioning Technical Documentation shall be submitted in accordance with paragraph (d) below, and the requirements of the Contract Data Requirements List (CDRL).

(d) For Contractor furnished equipments that meet standardization requirements of paragraph (a) or (b) above, only a Statement of Prior Submission is required. For non-standard equipment, paragraph (c) above, Provisioning Technical Documentation (PTD) shall be developed in accordance with MIL-PRF-49506 dated 11 November 1996, and the Provisioning Requirements Statement.

(e) For non-standard equipment, paragraph (c) above, new/revised Level 3 drawings per MIL-DTL-31000C dated 9 July 2004 shall be developed for new/modified Contractor furnished equipment. In addition, the Contractor shall update applicable Level 3 contract ship construction drawings.

(f) For non-standard equipment, paragraph (c) above, new/revised technical manuals shall be developed in accordance with NAVSEA Standard Items 009-39, 009-41 and 009-42. Technical manual management data shall include those deliverable data items required for Government monitoring/tracking/approval of Contractor's technical manual efforts.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form,

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fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

NON-DISCLOSURE AGREEMENTS (NDAs)

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific Statement of Work tasking. The TOM will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the TOM for endorsement and retention

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e Contract. Some deliveries may contain classified information.

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed in accordance with the attached Contract Data Requirements List (CDRL) DD Form 1423, Attachment J.1

PERFORMANCE BASED CRITERIA:

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

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

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

<http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time of award.

CLINs 4000/ 6000	Base Period	1 Sept2009 - 30 Aug 2010
CLINs 4100/ 6100	Option 1	1 Sept 2010 - 30 Aug 2011
CLINs 4200/ 6200	Option 2	1 Sept 2011 - 30 Aug 2012
CLINs 4300/ 6300	Option 3	1 Sept 2012 - 30 Aug 2013
CLINs 4400/ 6400	Option 4	1 Sept 2013 - 30 Aug 2014

Specific projects/ work areas/ Technical instructions may have unique delivery schedules. These schedules will be identified by Technical Instruction and are considered as contractually binding as if they were incorporated herein.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

The Government plans to include a table as an attachment to this Task Order that identifies, by funded project/work area/Technical Instruction, all applicable ACRNs, SLINs, amounts, appropriation type, expiration date, applicable mod number, Technical Instruction Number (if applicable), and Government Technical Point of Contact. This attachment will be updated with every modification that affects funding under the Task Order.

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

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

[] Procuring Contracting Officer (PCO):

- (a) Name: K.B. Hall
Code: CXS12
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-4605
FAX: (540) 653-4089
E-mail: kathryn.b.hall@navy.mil

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

[] Contract Specialist:

- (a) Name: Arline W. Parker
Code: CXS 12-7
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-4606
FAX: (540) 653-4089
E-mail: arline.parker@navy.mil

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

[] Administrative Contracting Officer (ACO)

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

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

[] **Task Order Manager (TOM):**

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

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

[] **Alternate Task Order Manager (ATOM):**

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

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

CONSENT TO SUBCONTRACT

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

DdI-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

SPECIAL INVOICE INSTRUCTIONS

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

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contractor's invoice.

DdI-H40 FUNDING PROFILE

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

	Regular Hours	Uncompensated/ TTA Hours	Total Hours
Base Period			

(*) -This table will be completed at time of award. Funded labor hours for subsequent periods will be identified as Option(s) are exercised.

This quantity of labor hours is the "Required LOE" as used in the "Level of Effort" clause of this task order. It is also considered as the "work contemplated" as referenced in FAR 52.232-22, Limitation of Funds for incrementally funded periods. The following table details funding to date:

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

(*) -This table will be completed at time of award. Funding details for subsequent periods will be identified as Option(s) are exercised.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

	Total Manhours	Compensated	Uncompensated
Base Period (CLIN 4000)			

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Option 1 (CLIN 4100)			
Option 2 (CLIN 4200)			
Option 3 (CLIN 4300)			
Option 4 (CLIN 4400)			

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (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 (to be completed at time of award) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

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

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(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 the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the (k) 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.

PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)

(a) For purposes of this delivery order, "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 for level of effort type delivery orders.

(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 (to be provide at time of award/option exercise) 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.

(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 "FINALIZED FIXED FEE" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

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

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etc.).

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

FINALIZED FIXED FEE

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

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

(c) If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 – The fee will be reduced proportionate to the compensated hours provided – i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 – If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%.

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

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

(f) If no uncompensated/TTA hours are reflected in the clause entitled SEA 5252.216-9122 LEVEL OF EFFORT above, the contractor shall certify in that all direct labor under the order was invoiced at undecremented, 40-hour rates. This requirement applies to subcontractors whose labor hours are to be considered in the finalization of fixed fee. These certifications shall be attached to the contractor's report submitted in accordance with subparagraph (i) of the Level of Effort clause.

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

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

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

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

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(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.

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

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

(b) Training

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

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

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

(d) The requirements of the above clause apply equally to subcontractors and consultants.

INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

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

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

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

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

Type of Document (contracting officer check all that apply)

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

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	N00178
Admin DODAAC	
Pay Office DODAAC	
Inspector DODAAC	
Service Acceptor DODAAC	
Service Approver DODAAC	
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	
LPO DODAAC	
Inspection Location	See Section E
Acceptance Location	See Section E

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

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

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

Send Additional Email Notification To:

Contract Specialist: arline.parker@navy.mil
Task Order Manager: (to be identified at time of award)

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 653-7499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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Ddl-G12 POST AWARD MEETING

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

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Quality Assurance Surveillance Plan (QASP)

Note: following award, the QASP will be moved to an Attachment in Section J.

1. Purpose

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

b. This contract provides program support, acquisition engineering support, system engineering and integration; installation support and technical facilities maintenance and modernization support to further NSWCDN's contributions towards attainment of the National Maritime Strategy. The resulting performance based order will have cost plus fixed fee labor CLINS, and cost only ODC CLINS. The order will be for a base year with four option years. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

2. Authority

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

3. Scope

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

b. The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this QASP. The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the period but will not include cumulative information from prior reports.

4. Government Resources

a. The following definitions for Government resources are applicable to this plan:

1. Contracting Officer - A person duly appointed with the authority to enter into (Procuring Contracting Officer (PCO)) or administer (Administrative Contracting Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO for this contract identified in section G. The ACO will be designated in the resulting order. Contracting Officers are designated via a written warrant, which sets forth

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limitations of authority.

2. Task Order Manager (TOM) - An individual appointed in writing by the PCO to act as their authorized representative to assist in administering the contract. The TOM will be appointed in the resulting task order. The limitations of authority are contained in a written letter of appointment.

3. Government Technical Point of Contact (TPOC) - The TOM designates an individual Government Technical Point of Contact to assist in administering specific projects under the contract.

5. Responsibilities

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

1. Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor’s performance. The Contracting Officer provides QASP input to matters relating to Tables 5 and 6.

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

3. Government Technical Point of Contact (TPOC) - The Government Technical Point of Contact is responsible for assisting in administering a specific project under the contract. A Government TPOC cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

6. Methods of QA Surveillance

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

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

7. Documentation

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

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8. Surveillance

The tables below set forth the performance ratings, standards, incentives, and surveillance methods of the contractor that shall be provided to the contracting Officer at the end of each surveillance period.

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

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

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

Table 1: Overall Performance Ratings

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

(b) Incentive Objectives.

The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the TOM's recommendations and any other information deemed relevant by the Contracting Officer. The Contracting Officer's incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

The following table details how incentives shall apply to performance under this order.

Table 2: Incentive Objectives

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Base:	All measurement areas rated at least "Satisfactory".	Semi-annual using the QASP evaluation ratings; annually using the QASP system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*

Option I:	All measurement areas rated at least "Satisfactory".	Semi-annual using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.*
Option II:	All measurement areas rated at least "Satisfactory".	Semi-annual using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 3.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 3.*
Option III:	All measurement areas rated at least "Satisfactory". Two or more measurements rated as "Excellent". See below.	Semi-annual using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 4.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 4.*
Option IV:	All measurement areas rated at least "Satisfactory". Two or more measurements rated	Semi-annual using the QASP evaluation	Final CPARS ratings.

	as ‘Excellent’. See below.	ratings; annually using the CPARS system covering the previous 12 months.	
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* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor’s performance under each task order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3 through 5 of this contract clause.

(d) Organization. The performance evaluation organization consists of the Contracting Officer , who will serve as the Incentive Determining Official, and the Task Order Manager (TOM). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in addition to aTOM.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

Table 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Work Area	Performance Objective	Performance	Acceptable Quality Level	Quality Surveillance Plan
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1		Standard	(AQL)	Typical Monitoring Methods
PWS paragraphs C.3.1(a) and (b)	(a) Analyze changes to Mission requirements based on operational needs, emerging technologies, life cycle impacts	(a) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	(a) Technical Analysis, Reports and Systems Operational Procedures updates based on reviews/ comment/approval cycles to meet acceptance. 90% completed by due date.	(a) Government oversight of review/ comment/approval process.
PWS paragraphs C.3.1 (c) - (e)	(b) Produce Engineering Studies base on analysis of emerging technology influence and Modeling and Simulation (M&S) analysis to determine effects on Mission Capability execution	(b) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	(b) Engineering, Reports and M&S execution analysis reports produced, reviewed and presented to meet acceptance. 90% completed by due date.	(b) Government review of Engineering analysis, M&S scenario execution analysis of results.
PWS paragraph C.3.1 (f)	(c) Perform Safety Analysis of assigned equipment suites	(c) review equipment operation procedures to insure operator, equipment and platform safety are not adversely impacted by emerging technology dictated modifications.	(c) Safety Analysis performed for each equipment item /equipment suite assigned and touched by technology changes due to system life sustainment / maintenance efforts	(c) Government oversight of the safety review process, Government oversight of collection of information from hardware providers and guide safety analysis reviews.
PWS paragraph C.3.1 (g) - (j)	(d) Review and assess CM Plans, R&M Plans, Test and Evaluation Plans, Program Management Plans and other associated plans and briefing materials for equipment /equipment suites documentation assigned for ISEA support	(d) Review all related ISEA engineering documentation of assigned systems to insure all requires updates are incorporated it insure	(d) ISEA support documentation updated as required to insure 90% of ISEA program management and maintenance documentation is accurate at the time equipment modification is completed, tested and certified for operation.	(d) Government oversight of review/ comment/approval process.
Work Area 2	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
PWS paragraphs C.3.2 (a) and (b)	(a) Prepare in depth engineering studies, trade off studies and assist in requirements definition and design documentation to insure sound engineering practices are implemented	(a) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	(a) Technical documentation including engineering drawings, specifications, and changes require no more than two (2) review/comment/ approval cycles to meet acceptance. 90% completed by due date.	(a) Government oversight of review/ comment/approval process and timeliness

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PWS paragraphs C.3.2 (c) - (g)	(b) Review Design Drawings for completeness, Identify interface problems and review ECP's	(b) Reviews follow current DoD policy and/or industry standards. Proposed corrective actions identify deficiencies in a clear and concise manner to allow for expeditious Government action.	(b) Reviews require no more than two (2) review/comment/ approval cycles, to meet acceptance. 90% include proposed corrective actions. 90% completed by due date	(b) Government oversight of review/comment/ approval process, timeliness and review of methods and procedures
PWS paragraphs C.3.2 (h) - (p)	(c) Design, Construct Breadboard / Circuit Card assemblies and fabricate assembly to continue life cycle sustainment of assigned ISEA equipment suits.	(c) Review design documentation of Fabricated assemblies to insure they are Form, Fit and Function compatible with assemblies no longer available from commercial provider (s) Verify assembly operation is fully compatible to assembly being replaced	(c) Reviews require no more than two (2) review/comment/ approval cycles, to meet acceptance. 90% include proposed corrective actions. 90% completed by due date and replacement assembly is operational and certified for operation.	(c) Government oversight of Installation, testing and certification for operational use
PWS paragraphs C.3.2 (q) - (v)	(d) Revision of Provisioning, Technical, CM and Life Cycle Support planning, Training Materials and Sustainment , Documentation	d) Documents and plans are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. Documents and plans comply with current DoD policy and/or industry standards	(d) Reviews require no more than two (2) review/comment/ approval cycles, to meet acceptance. 90% include proposed corrective actions. 90% completed by due date	(d) Government oversight of review/ comment/approval process and timeliness
Work Area 3	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
PWS paragraphs C.3.3 (a) - (d)	(a) Assist in Developing : Fleet Exercises Test Plans, Joint Training Event and optimizing training and test range for live and virtual exercise execution and simulation	(a) Documents and plans are technically accurate and grammatically correct. Documents and	(a) Reviews require no more than three (3) review/comment/ approval cycles to meet acceptance. 90% follow the most recent version of DoD policy and/or	(a) Government oversight of review/comment/approval process and timeliness.

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	to support Joint Interoperability training needs	revisions are delivered IAW agreed upon schedules. Documents and plans comply with current DoD policy and/or industry standards.	industry standard and 90% completed by due date.	
PWS paragraphs C.3.3(e) - (h)	(b) Participate in and Perform Test and evaluation analyses and investigations of emerging technologies to include developing test plans and related documentation supporting shipboard tests of future Combat Systems methods and procedures .	(b) Analyses and investigations include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	(b) Analyses and investigations require no more than two (2) review/comment/approval cycles, to meet acceptance. 90% include comprehensive proposed to allow for expeditious Government action. 95% completed by due date.	(b) Government oversight of review/comment/approval process, timeliness and review of methods and procedures.
PWS paragraphs C.3.3 (i) - (n)	(c) Maintain the Test and Evaluation automated master file of Associated Plans and procedures, Information Assurance Certification and accreditation procedures and test /experimentation analyses, reports, and technical documentation	(c) Documents and plans are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. Documents and plans comply with current DoD policy and/or industry standards	(c) Plans, Analyses and investigations require no more than two (2) review/comment/approval cycles, to meet acceptance. 90% include comprehensive proposed to allow for expeditious Government action. 95% completed by due date.	(c) Government oversight of review/comment/approval process, timeliness and review of methods and procedures.
Work Area 4	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
PWS paragraphs C.3.4 (a) - (c)	(a) Assist in developing Installation and Check-Out Plans, Engineering Change proposal documentation, and SHIPALTS documentation	(a) Documents and plans are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules. Documents and plans comply with current DoD policy are	(a) Plans, Analyses and investigations require no more than two (2) review/comment/approval cycles, to meet acceptance. 90% include comprehensive proposed to allow for expeditious Government action. 95% completed by due date.	(a) Government oversight of review/ comment/approval process, timeliness and review of methods and procedures.

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		followed. Results delivered IAW agreed upon schedules.		
PWS paragraphs C.3.4 (d) - (k)	(b) Perform Shipboard equipment installations to include Ship checks, Cable installation/deinstallation. Installation checkout, testing and operational procedures and perform post installation test and certification procedures	(b)Shipboard installations are authorized by approved SHIPALTS and coordinated via the appropriate officials. The installations are performed in accordance with DoD and Shipyard approved procedures and Tag-out processes and regulations. all preliminary and post installation check-out procedures and testing is documented and reviewed for accuracy. Installations are performed IAW agreed upon schedules.	(b) All SHIPALTS and installation plan reviews require no more than three (3) review/comment/approval cycles to meet acceptance. 90% comply with other current program schedules. 90% follow the most recent version of DoD policy and/or industry standard 90% completed by due date.	(b) Government oversight of review/ comment/approval process and timeliness.
Work Area 5	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
PWS paragraphs C.3.5 (a) - (c)	(a) Provide Technical Engineering support for Fleet exercise, experimentation and M&S Support for Navy and Joint and Coalition C2 Operations and associated TTP	(a) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	a) Technical Analysis, Reports and Systems Operational Procedures updates based on reviews/ comment/approval cycles to meet acceptance. 90% completed by due date.	(a) Government oversight of review/ comment/approval process.
PWS paragraphs C.3.5 (d) - (f)	(b) Provide engineering analysis for manpower and personnel requirements related to DOTMLPF elements for sustainability and for emerging technology impact	(b) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	(b) Technical Analysis, Reports and Systems Operational Procedures updates based on reviews/ comment/approval cycles to meet acceptance. 90% completed by due date.	(b) Government oversight of review/ comment/approval process.
PWS paragraphs (g) - (n)	(c) Provide engineering and technical support to implement architectures	(c) Documents are technically accurate and	(c) Technical Analysis, Reports and Systems Operational Procedures	(c) Government oversight of review/ approval

	requires to integrate M&S system capabilities with Strike/Expeditionary, Strike/Surface Strike Group and Combat C2 systems into Fleet Synthetic Exercise and training events. Provide analyses of these efforts through observations and lessons learned	grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	updates based on reviews/ comment/approval cycles to meet acceptance. 90% completed by due date.	process.
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Table5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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

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MANDATORY REQUIREMENTS

The following requirements are mandatory and must be met prior to award of a contract as well as maintained throughout the period of performance:

Requirement 1: Contractor's Facility Location – The Contractor facility shall be located within one hour driving time of NSWCDN.

Requirement 2: The Contractor's facility must be cleared at the TOP SECRET/SCI level for both processing and storage at time of award.

Requirement 3: Personnel Security Requirements – All personnel under this order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET. Specific tasking may require a TS/SCI Clearance.

Requirement 4: OCI: The offeror shall certify compliance with the OCI clause outlined in Section C or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflicts of interest.

KEY LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as Key . The experience levels for each Key labor category are identified below. Key Personnel levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

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

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

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

Individual Labor Category desired qualifications:

PROGRAM MANAGER

General Experience

Fifteen (15) years of full-time professional experience in Project Management and/or Systems Engineering. Four (4) of these years must have been full-time experience at the system level in any of the following areas: Senior level Engineering requirements definition, system design parameters, concepts operation, risk assessment, producibility studies / analyses, test and evaluation, post delivery support; Project Management of complex engineering project requiring task effort monitoring through Cost Schedule and Deliverable status determination and skilled in Risk Mitigation practices

PROJECT ENGINEER

General Experience

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Thirteen (13) years of full-time professional experience in Systems Engineering. Two (2) of these years must have been full-time experience at the system level in any of the following areas: (1) Senior level Engineering requirements definition, system design parameters, concepts operation, risk assessment, producibility studies / analyses, test and evaluation, post delivery support; Project Management of complex engineering project requiring task effort monitoring through Cost Schedule and Deliverable status determination and skilled in Risk Mitigation practices

COMPUTER PROGRAMMER

General Experience

Ten (10) years of full-time professional experience as a Computer Programmer. Expertise in programming procedures to complex programs; redesign of programs, investigation and feasibility analysis and program requirements, and developing programming specifications. Knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices. Experience in: developing, modifying, and maintaining complex programs; designing and implementing the interrelations of files and records within programs which will effectively fit into the overall design of the project; working with problems or concepts, developing programs for the solution to major scientific computational problems requiring the analysis and development of logical or mathematical descriptions of functions to be programmed; and developing occasional special programs, e.g., a critical path analysis program to assist in managing a special project.

SYSTEMS ENGINEER

General Experience

Seven years (7) of full-time professional experience working in systems engineering. Two of these years must have been full-time experience in at least one major shipboard, non-propulsion electronic subsystem at the system level in any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment, producibility studies / analyses, performance analyses, test and evaluation, post delivery support.

COMPUTER SYSTEMS ANALYST

General Experience

Twelve years of full-time professional experience working as a Computer Systems Analyst planning ways to use computers to solve scientific and engineering problems. An expert level position. A computer systems analyst defines the goals of a computer system, and determines the individual steps needed to meet the goals by determining what data to collect. Works under the general direction of a program manager. Directs the efforts entire departments.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in this order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the Task Order Manager (TOM) and approved prior to the individual being allowed to charge to the order.

Ddl-H11 CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the

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person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
 - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.
- (d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.
- (b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.
- (c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.
- (d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY

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(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

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

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

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

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

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

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

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

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

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

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

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

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

Employee Signature and Date

Contractor Signature and Date

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

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

SEA 5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

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Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

SAVINGS INITIATIVES

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

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

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

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

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

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

GOVERNMENT-FURNISHED EQUIPMENT (GFE)

No GFE is to be provided at this time. GFE required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

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

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

52.223-11 OZONE DEPLETING SUBSTANCES (MAY 2001)

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

52.246-23 LIMITATION OF LIABILITY (FEB 1997)

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

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

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

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

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

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)

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

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

52.222-3 CONVICT LABOR (JUN 2003)

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

52.244-6 SUBCONTRACT FOR COMMERCIAL ITEMS (MAR 2007)

CLAUSES INCORPORATED BY FULL TEXT:

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

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

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

52.222-2 -- PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0* or the overtime premium is paid for work --

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- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

*To Be Determined prior to Task Order Award.

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

(a) Definitions. As used in this clause—

“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

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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;

(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

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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_____

(End of clause)

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.

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SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

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

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

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

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SECTION J LIST OF ATTACHMENTS

RFP Attachment J.1 - DD FORM 1423, Contract Data Requirements List (CDRL)

RFP Attachment J.2 - Contract Security Classification Specification (DD254)

RFP Attachment J.3 - Cost Summary Format

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The Section K, Representations and Certifications, submitted as part of the offeror's proposal for their basic Seaport-e award are hereby incorporated into this solicitation. If the Representations and Certifications provided in response to the basic solicitation have changed, the offeror should provide an updated copy with their response to this solicitation. Section K, Representations and Certifications, are available for download at www.seaport.navy.mil/main/sell/procedure_K-CR.html For representations and certifications that require a signature, electronic submission of the proposal through the Seaport-e portal will constitute an electronic signature.

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TYPE OF CONTRACT (APR 1984)

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

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

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

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

(f) Task Order Award

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

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

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

(4) The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 15.

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

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

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

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

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

ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1.0 GENERAL

1.1 QUESTIONS - It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest

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possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Performance Work Statement (PWS) and other solicitation documents attached hereto or incorporated by reference. All questions shall be submitted via the SEAPORT-e Portal by **6 MAY 2009 (11:00 AM EST or 1100)**.

1.2 START DATE FOR USE IN COST PROPOSAL - In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of **1 SEPTEMBER 2009**. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the Task Order award document.

2.0 SUBMISSION OF OFFERS

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

2.2 Offerors must comply with the instructions for content for the proposals; proposals that do not comply may be considered non-responsive and may render the Offeror ineligible for award. Proposals shall be limited to the content requested.

2.3 In order to maximize efficiency and minimize the time for proposal evaluation, it is required that offerors submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if an evaluator prints the proposal, it meets the following format requirements: (1) submissions shall be clearly legible and on 8.5 X 11 inch paper, (2) all files shall be compatible with Microsoft Office Suite, (3) Adobe (.pdf) files are allowable for documents containing original signatures, (4) the cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension ".xls" (5) all spreadsheets provided SHALL INCLUDE ALL CALCULATIONS IN THE CELLS, and (6) the spreadsheets (landscape), shall be formatted for printing such that all data is in a type size no smaller than 9 characters per inch.

3.0 PROPOSAL SECTIONS

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

3.1.1 Cover Letter: The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and shall acknowledge that it transmits an offer in response to the solicitation. It shall state proposal validity through **30 OCTOBER 2009**.

3.1.2 Section B – Complete all pricing in WHOLE DOLLARS only.

3.1.3 Section C – Organizational Conflict of Interest and Mitigation Plan – The Conflict of Interest Provision is included in Section C. Contractor shall certify compliance with OCI clause or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest.

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

3.1.5 Section H – Mandatory Requirements: Address how each of the mandatory requirements is met.

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

3.2 Oral Presentation (See 4.0 below)

3.3 Written Proposal (See 5.0)

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3.4 Cost proposal (See 6.0, 7.0 and 8.0 below)

3.5 All pages of the Written Proposal and Cost Proposal shall be numbered and a Table of Contents provided for each.

4.0 DETAILED INSTRUCTIONS FOR ORAL PRESENTATION

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

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

4.3 Slides - The offeror shall make the oral presentation from electronic media (i.e. Microsoft Power Point). Slides used during the actual presentation shall be the same slides submitted with the offer; no changes will be allowed. The presentation shall be made from a CD-ROM which will be loaded into Government projection equipment.

4.4 General Presentation Requirements

4.4.1 The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Government's requirement, has the technical capability and competence to fully perform the requirements described in the Performance Work Statement, and has the management resources and expertise to successfully carry out a contract of this type. This shall be demonstrated by the offeror's responses to the topic areas identified in the PWS and the **technical scenario identified in** subparagraph **4.4.5.1**. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

4.4.2 The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to the areas identified in the PWS and subparagraph 4.4.5.1 below should not be included. Written textual material intended to supplement the presentation should not be included and will not be evaluated. General statements such as "the offeror understands", "will comply with the statement of work", "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the Performance Work Statement are considered inadequate. The presentation must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

4.4.3 Scheduling Oral Presentations

..4.4.3.1 To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, by e-mail, at arline.parker@navy.mil not later than **6 MAY 2009 (2:00 PM EST or 1400)** . An information copy shall also be sent to the Contracting Officer at kathryn.b.hall@navy.mil.

..4.4.3.2 Oral Presentations are currently planned to begin **27 MAY 2009**. The order of presentation will be determined by random drawing by the Contracting Officer. The Government plans to notify offerors of the date, time and location of the Oral Presentation by **22 MAY 2009**. The Government reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

..4.4.3.3 The Oral Presentation shall not exceed 2 hours in length. Breaks (not to exceed approximately 15 minutes total) may be called by the presenters. It is desired that at least one such break be planned. The break(s) will not be included in the 2-hour limitation for the Oral Presentation. The presentation will be followed by an approximate one

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hour and 30 minute break and then a Question and Answer session. The oral presentation will be made in the Government's facility at NSWCDN, Dam Neck, VA. The Government will provide and set up the necessary equipment for the presentation. The presentation shall be provided in Power Point format on a CD-ROM. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0830 Presentation room opened
0845 Presentation begins
(breaks to be called by the presenters)
1115 Presentation ends, lunch break begins
1245 Question and answer period begins

4.4.4 Rules for the Oral Presentations

..4.4.4.1 The 2-hour time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break(s) are adjustable. The offeror is responsible for keeping track of the remaining time.

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

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

..4.4.4.4 Offerors are limited to no more than five (5) presenters. Presenters shall be Key Personnel whose resumes are included in the written Technical Proposal and shall include the proposed Task Order Program Manager. The offeror is encouraged to have proposed subcontractor personnel participate, if applicable. It is, however, expected that the proportion of the technical understanding portion of the oral presentation delivered by subcontractor/consultant personnel will be roughly the same as the proportion of the effort proposed/priced for that subcontractor. The proposed Task Order Program Manager shall, as a minimum, deliver the Management portion of the presentation. The same presenters shall be present for the Question and Answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. This individual will not be seated near the presenters during the presentation or the subsequent Question and Answer session and will make no verbal, written, or other contact with the presenters during the presentation. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the proposal. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session. Offerors are solely responsible for submitting Visit Requests upon notification of the presentation schedule, a point of contact will be provided.

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

..4.4.4.6 The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation.

..4.4.4.7 The Government will not ask questions during the two (2) hour Oral Presentation; however, questions will be asked during the question and answer session.

..4.4.4.8 The Government will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.

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

4.4.5 Organization and Minimum Content of the Oral Presentation – In order to facilitate evaluation, it is desired that the Oral Presentation be structured into the following components.

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4.4.5.1 Technical Capability The offeror shall demonstrate his understanding of the PWS as well as his technical approach and capability to accomplish taskings under the PWS by addressing the Technical Scenario below. The scenario has been developed to address major aspects of the PWS and to provide real insight into the offeror's understanding and capabilities regarding contract requirements. The content of the scenario is not a current or planned task under the contract

4.4.5.1.1 **TECHNICAL SCENARIO**

Add Temporary Mission Support Equipment to an available, identifier large deck platform.

In this hypothetical problem, the offeror shall address the approach to executing the Performance Work Statement for the temporary addition of a containerized, unique, mission equipment suite in a designated available open space on a large deck Amphibian. Under this hypothetical task, the government provides as GFE four 10X12 CONEX containers with 10 workstations in each container and one CONEX configured for LAN support and SATCOM communications.

Demonstrate the ability to plan and execute this task by describing the process and tools used to conduct the following activities. Demonstrate familiarity with temporary shipboard installation considerations and the products necessary for a successful evolution. Activities to be addressed are:

- Development of an overall Installation Master Plan including events to be performed, milestones to be met and identification of critical path items.
- Development of necessary drawing packages and the review and approval processes for a temporary shipboard installation
- Identify services necessary for installation
- Development and performance of installation verification and validation requirements to insure a successful installation, discuss test requirements, considerations, and Information Assurance considerations necessary for gaining Approval to Operating certification.

For this hypothetical problem, the connectivity of equipment installed in each separate CONEX is outside the scope. However interconnects between the CONEXs and CONEX to external connected equipment (i.e. SATCOM antenna) is to be considered. Shipboard voice communications, and Shipboard power requirements are to be considered. The Offerors may assume that the CONEXs are to be delivered pier side by the providing activity. The installation window is 30 calendar days and the tasking is initiated 9 months prior to installation.

4.4.5.1.2_ Hardware Installation Approach : (1). As part of the oral presentation of the proposal, offerors shall describe an Installation Master Plan (IMP) in accordance with the content described in the PWS. The IMP may be formatted as desired by the Offeror, but must contain sufficient detail to describe the various phases and evolutions necessary for a successful equipment suite installation.

4.4.5.2 Management Capability/ Approach: Offerors shall demonstrate their approach and ability to effectively manage all efforts under this order. A listing of areas that shall be included is provided below. Offerors are strongly encouraged to address other aspects of their proposed approach which they feel will convey their management capabilities.

(a) Organization: (i) Provide an organization chart and show the location of each proposed Key Person. (ii) Separately describe the specific planned responsibilities (both technical and management (if applicable)) for each proposed Key Person. This is intended to consist of more than functional job titles. (iii) Identify the core technical leadership "team". (iv) Describe the leadership approach to be implemented by this "team", and (v) Discuss the extent to which members of this "leadership team" have worked together on other efforts.

The offeror should briefly address the qualifications and staffing of Non-Key/Support personnel along with how these positions will be managed during contract performance.

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(b) Overall management approach: Address their overall management approach to plan, manage, and provide support .

(c) Accounting/reporting of progress/expenditures: (i) The offeror shall discuss their team's capability to meet all contract progress reporting and invoicing requirements of the order. This includes the ability to track and report at the Technical Instruction/Work Area/Project level and to accumulate and invoice costs at the SLIN level. (ii) Offerors shall specifically address their support staff that will participate in this area to include number(s) of individuals, general qualifications, and estimated percentage of time to be allocated to this order. Associated costs shall not be addressed in the Oral Presentation BUT they must be included in the Cost Proposal if proposed to be direct charged.

(d) Personal Services: Personal services are defined in FAR Part 37.104. The acquisition of personal services is NOT within the scope of this Task Order. Offerors shall demonstrate their understanding of the rules/regulations dealing with the avoidance of personal services and their approach to ensure that none of the services provided under the contract, including those provided by subcontractors/ consultants (if applicable), are personal in nature. Specific details shall be provided.

(e) Subcontracting and small business participation – (i) If subcontracting or teaming is proposed, the offeror shall state the specific portions of the Performance Work Statement that each subcontractor or team member will perform. (ii) The offeror shall address the technical reason(s) for selecting each subcontractor/team member and any previous working relationships. (iii) The offeror shall also address how the subcontracting proposed for this Task Order compares with the subcontracting requirements in the offeror’s SeaPort-e contract.

(f) Transition Plan - This effort represents follow-on efforts. As stated in the General Information section of this solicitation, work is currently being performed. A successful transition is considered very important. Of specific interest are the areas of technical personnel as well as work product quality. As a minimum, offerors shall specifically address the following areas:

(i) Identify the transition team and discuss the responsibilities of each individual;

(ii) Initial technical and contract administration interfaces with the customer;

(iii) How the offeror plans to assume responsibility for support of current activities without discontinuity of work flow or loss of integrity of existing projects.

(iv) What specific services, support, or other items (e.g. GFI, GFE) will be required from the Government to facilitate the transition;

(v) If subcontracting is proposed, how long it will take for subcontractors to begin performance;

(vi) A detailed transition schedule shall be included that shows key milestones;

(vii) Identify risks in accomplishing transition of this requirement in a seamless manner and provide specific risk mitigation measures that will be implemented;

(viii) Costs unique to implementation of the proposed Transition Plan shall be clearly identified in the Cost Proposal.

(g) Management Plan/Subcontractor Control/Quality Control/Efficiency - This element is intended to address items such as the following: Overall management approach (to include approach to ensuring services remain non-personal in nature), proposed organization, management structure, liaison with the contracting officer, TOM and Technical Assistants (TAs) to the TOM, and understanding of and ability to comply with the contract's business management aspects such as progress reporting, risks and risk mitigation, technical instructions, and invoicing. The Contractor shall describe the number, location, and function of their indirect charge support personnel. This element also addresses the Offeror’s policies and practices regarding the overall management of efforts performed by subcontractors and consultants. Also of interest are the Offeror’s procedures for ensuring the quality of services performed and deliverables provided by subcontractors, including the timely reporting of hours and costs. The Offeror’s proposed plan, procedures and processes to ensure the quality and timeliness of all services provided as well as contract deliverables will be assessed. Furthermore, the Offeror’s approach for increasing efficiency and reducing duplication is of interest. Finally, the overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar, etc.) and responsiveness to solicitation requirements.

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(h) Personnel Recruitment/Retention/Skills Improvement - This element is intended to address the Offeror's personnel management program to include recruitment, retention, and training; as well as personnel augmentation plan for responding to work load fluctuations. Of particular interest is the Offeror's ability to identify and provide individuals with hard-to-find skills. Retention will be assessed based on the Offeror's personnel management policies and practices designed to motivate employee performance and encourage longevity with the firm. Skills improvement involves the Offeror's training program and the Offerors' approach toward staff development particularly in the primary functional areas identified in the Performance Work Statement. Also, the extent of corporate investment (i.e., training funded out of overhead/G&A) in staff development should be addressed.

(i) Facilities and Resources - The Offeror shall describe the buildings, equipment, software and communications facilities and resources which will be applied to performance of the order and describe how the proposed facilities/resources support the requirements specified in the Performance Work Statement. In order to effectively perform, the contractor needs to be located in the vicinity of the work site/customer.

(j) The offeror shall present a Quality Control Plan and approach that addresses, as a minimum:

- Overall Quality Control: (i) Describe the specific plans and processes that will be implemented to provide quality control of all deliverables (documents as well as computer items such as databases), including those provided by subcontractors or consultants. (ii) Include process flow charts as applicable. (iii) Separately describe the policies and procedures to be followed to ensure high quality of all services performed, including those performed by subcontractors/consultants.
- Subcontractor/consultant control policies and procedures (if subcontracting/consultants has been proposed.): (i) Specifically address the techniques the prime contractor will implement to ensure control over subcontractor and consultant performance. (ii) Specifically address technical, schedule, and cost aspects. (iii) Address subcontractor/consultant, prime contractor and government communication flow. (iv) Time and Materials (T&M) is the least preferred contract type because there is no incentive for the contractor to be efficient during performance. However, SeaPort-e does not prohibit T&M subcontracts. The offeror shall address his planned use of T&M for subcontracts and shall specifically address how he, as prime contractor, shall review subcontractor/consultant performance to ensure only efficient methods are being employed.

If the offeror distinguishes between formal and informal deliverables, each shall be defined and examples provided. The Government is equally interested in the QA of both formal and "informal" deliverables.

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4.4.5.3. Personnel: (1). The personnel proposed to work at NSWCDN must possess a security clearance of SECRET. (2). Personnel with less or greater qualifications may be proposed and will be evaluated accordingly. (3). The estimated work-years for technical personnel only are shown in the tables of Key and Non-Key Personnel. If any additional support is proposed to be directly charged to the order it must be added to the above work-years. For example, if contract/business management or administration support is needed by the offeror, it shall be included in the proposal. The Offeror shall clearly state all administrative support functions that are to be direct charged, including word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The hours/amounts for each of these functions shall be fully explained and justified. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the task order.

(1) List of Key Personnel. Offeror shall provide a matrix identifying key personnel for performance under this order. Include in the matrix the following:

Proposed Individual's name

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Employer, Company labor category & current work location

Percent available under the resultant task order

Number of hours proposed

Percent of total time dedicated to this order

Professional development / degree(s)

Years of Specific Experience

Years of General Experience

Security Clearance level

(2) Resumes: Two pages per resume. All proposed personnel must possess at least a SECRET security clearance. The number of resumes required for each of the labor categories is shown in the key labor category table.

The Offeror shall provide a detailed resume for the Key Personnel described above that best demonstrates the Offeror's ability to successfully meet the requirements of this task order – See Section H – Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS.

If the employee is not a current employee of the offeror (or of a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary. If the proposed individual is Key Personnel on another contract or task order, provide the contract and order number(s) and the percentage of time obligated under each.

Note 1: In the event that an Offeror has not identified a firm candidate for proposed positions, said positions shall be addressed by including the word, "Pending" in lieu of the individual's name. A minimum of **40** employees must be ready to begin performance on the first day of the Base Period.

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

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

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4.4.5.4: PAST PERFORMANCE: Offerors shall provide two past performance references (maximum of two pages each) for the prime contractor that reflects recent relevant experience performed within the last three years, and one past performance reference for each major subcontractor that reflects recent relevant experience performed within the last three years . Include the following items:

5.5.1 Contract/Task Order number

5.5.2 Contract type

5.5.3 Program name

5.5.4 Total contract value

5.5.5 Brief description of work performed and how the work is relevant to this task. Bullet format is preferred for this information.

5.5.6 Valid names and telephone numbers and e-mails for the Procuring Contracting Officer (PCO) and Task Order Manager (TOM)

5.5.7 The Government may also use other information such as Award Fee data and CPAR/PPAIS data available from Government sources to evaluate an offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

(1) Offerors demonstrating significant, relevant experience on the systems of the PWS will be evaluated most favorably. Offerors demonstrating lesser significant and lesser relevant experience or on systems similar to those in the PWS will be evaluated less favorably.

(2) Offerors shall submit a description of previous experience in developing software using the same nature of this solicitation. As part of this description, the Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this resultant task order.

(3) Offerors shall submit a description of previous experience in developing software using the same or similar processes and approaches as proposed for this solicitation. Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this resultant task order. Offerors shall also describe any previous CMMI or equivalent model-based process maturity appraisals performed. As a part of this description, offerors shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned.

5.0 REQUIREMENTS FOR WRITTEN TECHNICAL PROPOSAL (Limitation of 100 Pages)

The written technical proposal shall consist of the following items:

5.1 Contract Mandatory Requirements

5.2 Subcontracting/ Teaming Consulting, including Subcontracting Goals

5.3 Key Personnel Resumes and Personnel Summary/Staffing Matrix

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5.4 Past Performance

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

5.2 Subcontracting/Teaming/Consulting

Agreements A copy of any subcontracting/teaming/consulting agreements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the Offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (key/non-key/support) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

5.2.1 Subcontracting Goals

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

5.3 KEY PERSONNEL

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

Labor Category	Estimated Straight Time (Work-Years)	Required Resumes
Program Manager	1	1
Computer Programmer	7.5	1
Computer Systems Analyst	12	1
Project Engineer	3.25	1
Systems Engineer	15	1
TOTAL	37.75	5

5.3.1 Personnel Summary/Staffing Matrix – The offeror shall provide a copy of the Summary/Staffing Matrix presented as part of the Oral Presentation. The Offeror shall propose a cost effective, integrated approach to staffing this requirement. The following information shall be graphically displayed:

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Proposed individual's name

Employer, Company Labor category & current work location

Percent Available under resultant task order

Security Clearance Level

Professional Development/Degree(s)

Years of Experience Desired by Labor Category

Section(s) of the PWS proposed to support, including primary work location.

Sections(s) of the PWS in which named individual possess experience.

Key person on another contract? (Yes or no) If yes, provide the contract Number(s) and the percentage of time obligated under each contract.

Indicate if the individual is a Key Person/Resume submitted

Resume Page Number

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

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

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

The offeror shall provide labor category qualification certifications for all named Non-Resumed Personnel Performing in Key Labor Categories and Non-Key Personnel in accordance with Section H clause LABOR CATEGORY QUALIFICATION REQUIREMENTS.

5.4 PAST PERFORMANCE: Offerors shall provide two past performance references (maximum of two pages each) for the prime contractor that reflects recent relevant experience performed within the last three years, and one past performance reference (maximum of two pages) for each major subcontractor that reflects recent relevant experience performed within the last three years (up to a maximum of two subcontractor submissions, however, there may be greater than two participants on any team). Include the following items:

5.4.1 Contract/Task Order number

5.4.2 Contract type

5.4.3 Program name

5.4.4 Total contract value

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5.4.5 Brief description of work performed and how the work is relevant to this task. Bullet format is preferred for this information.

5.4.6 Valid names and telephone numbers and e-mails for the Procuring Contracting Officer (PCO) and Contracting Officer's Representative (COR).

5.4.7 The Government may also use other information such as Award Fee data and CPARS/PPAIS data available from Government sources to evaluate an offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

(1) Offerors demonstrating significant, relevant experience on the systems of the PWS will be evaluated most favorably. Offerors demonstrating lesser significant and lesser relevant experience or on systems similar to those in the PWS will be evaluated less favorably.

(2) Offerors shall submit a description of previous experience in developing software using the same nature of this solicitation. As part of this description, the Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this resultant task order.

(3) Offerors shall submit a description of previous experience in developing software using the same or similar processes and approaches as proposed for this solicitation. Offerors shall describe the extent to which personnel who contributed to these previous efforts will be supporting this resultant task order. Offerors shall also describe any previous CMMI or equivalent model-based process maturity appraisals performed. As a part of this description, offerors shall identify the organizational entity and location where the appraisal was performed, the type of evaluation, the organization performing the evaluation, and the level earned.

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

6.1 COST SUMMARY. Provide cost summary information in the format of RFP Attachment J.3, Cost Summary Format. The cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension “.xls”; spreadsheets provided shall include all calculations in the cells; when printed, the cost proposal shall be divided such that the type size is no smaller than 9 characters per inch; and the proposal shall reflect whole dollars only.

6.2 DIRECT LABOR: The Table provided below provides labor workyears for the base period of the Task Order. Each option year is estimated on the previous work-year estimate with an escalation of 2%. Offerors shall use these quantities of workyears in their Cost Proposals for bidding purposes.

Labor Category	Estimated Straight Time (Work-Years)
Program Manager	1

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Computer Programmer	7.5
Computer Systems Analyst	12
Computer Systems Analyst	12
Engineering Technician	5
Engineering Technician	4.25
Integrated Logistics Support Spec	5.5
Project Engineer	3.25
Rigger, Journeyman	3.2
Systems Engineer	10
Systems Engineer	15
Technical Pubs Writer/Editor Intermediate	5
Welder, Combination Maint - Journeyman	3.2
TOTAL	86.90

6.2.1 Direct Labor Note 1:

..6.2.2.1 The total Task Order labor years identified above for pricing purposes refer to labor categories required to execute the technical aspects of the Performance Work Statement. Other corporate and local-level management as well as general and administrative support to include administrative/ clerical, program control, and contract business management/administration (to include progress report preparation) are considered to be overhead in nature except for those oversight or administrative functions performed by the prime contractor's proposed Program Manager. The offeror is, however, permitted to propose such effort as a direct charge if it is in accordance with his standard DCAA-approved practice to do so. Such hours SHALL BE ADDED to the total number of technical hours proposed. The labor category to be used is "MANAGEMENT AND SUPPORT" "M&S". If no such M&S hours are proposed, the award document will reflect language making such direct labor charges unallowable during performance. This requirement applies equally to the prime and any subcontractor(s), if applicable.

..6.2.2.2 The following information shall be provided: (i) identification of additional specific functions are to be direct charged, including management, subcontractor management, word processing, reproduction, library, contract administration (to include progress report preparation and invoicing), program or financial tracking and control, security administration, contract quality assurance, CDRL review and approval, etc; and (ii) The basis for the additional hours/ amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation of the reasonableness of actual costs incurred under this task order. In addition, excess hours (hours over the quantities proposed) performed for these functions will NOT be credited against the hours included in the Level of Effort clause in Section G of the resultant Task Order for purposes of finalizing fixed fee for any Task Order period.

6.3 OTHER DIRECT COSTS:

6.3.1 Offerors shall use the following unburdened amounts for travel and material for bidding purposes.

Travel

Base Period	\$950,000
Option 1	\$997,500
Option 2	\$1,047,375
Option 3	\$1,099,744
Option 4	\$1,154,731

Material

Base Period	\$1,880,000
Option 1	\$1,974,000
Option 2	\$2,072,700
Option 3	\$2,176,335
Option 4	\$2,285,152

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6.3.2 ODC Definition 1: "Travel" is intended to include travel in direct support of Task Order

Performance Work Statement technical objectives. It includes travel related expenses, such as passport fees for OCONUS travel if such costs will be direct charged. It does not include travel performed by personnel whose labor is charged to indirect pools or for individuals in the "Management and Support" labor category. If travel for these individuals is to be direct charged during performance, it must be added to the above amounts and the basis provided for any amounts added.

ODC Definition 2: "Material" is intended to include material in direct support of Task Order Performance Work Statement technical objectives. ODC costs listed above include material (1) Construction support and material to fabricate various enclosures such as workstations, MAMS cabinets, (2) materials and construction support to reroute/enhance ventilation systems supporting TEMPALTS; (3) to refurbish ISEA equipment and (4) equipment and materials to support web based engineering applications. This estimate along with any other ODCs must be included in Section B of the offer for all applicable CLINs.

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.

6.3.3 It is the Government's strong preference that offerors (prime and any subcontractors) provide all remaining items of ODC out of an indirect pool. Offerors whose DCAA-approved accounting method is to direct charge any item of ODC other than travel and material, the proposal shall identify item of expense, including associated dollars, and provide the information listed below for item. Corresponding dollar amounts for each additional type of ODC SHALL BE included in the pricing tables if the expense category is to be allowed as a direct charge following Task Order award. (If no such ODC's are proposed, the award document will clearly state that they are unallowable during performance.) The following specific information shall be provided.

..6.3.3.1 Description, justification, and detailed basis for the estimate.

..6.3.3.2 For any costs proposed on a per unit basis, (e.g, those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient unless a copy of the DCAA letter or report that clearly approves the basis for the charge is included with the proposal.

..6.3.3.3 If direct charge is proposed for any leased item, the following shall be provided: identification of item, justification of need, and lease/purchase analysis.

..6.3.3.4 If direct charge is proposed for depreciation of any capital asset, the following shall be provided: Identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule.

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

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

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

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

..6.4.1.1 Current (as of the date of proposal submission) actual hourly rate (based on a 40 hour workweek) and note the effective date of the rate (Month/Year);

..6.4.1.2 Current decremented hourly rate (if UT/TTA is proposed);

..6.4.1.3 Task Order Base Period hourly rate. Offerors shall ensure that they escalate current actual rates to the mid-point of the Base Period in their proposals. It is expected that this escalation shall be computed from the effective date of the current actual rate and not the date of proposal submission.

..6.4.1.4 Derivation of rates for unnamed or "growth" positions shall be shown in a similar manner.

..6.4.1.5 In addition to the information contained in the table required above, offerors shall also provide the following information for analysis of their proposed direct labor costs:

.....(a) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate. Specifically note if any of the proposed individuals are considered Non-Exempt from the provisions of the Fair Labor Standards Act.

.....(b) **Labor Escalation** - The information required by this paragraph regarding labor escalation is considered a **material requirement** of the Task Order proposal. (i) Describe company policies to ensure that the actual labor escalation experienced under each Task Order period does not exceed proposed labor escalation. (ii) Note that the Savings Initiatives provisions of SeaPort-e place a maximum on labor escalation for the prime contractor. Accordingly, offerors shall propose an **objective** methodology for tracking compliance with this provision. (iii) In addition, offerors shall disclose any comparable requirements that have been flowed down to subcontractors/consultants.

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

.....(d) If decremented labor rates are proposed, the offeror shall provide the following information. Subcontractors shall also provide the same information:

<u>Description</u>	<u>Exempt</u>	<u>Non-Exempt</u>
One year base regular hours	_____	_____
Subtract paid Holidays	_____	_____
Subtract paid Vacation	_____	_____
Subtract Sick Leave	_____	_____
Subtract Other Leave	_____	_____
(e.g. Jury Duty, Military Leave, etc.)		
Subtract other indirect hours	_____	_____
Subtotal - Net direct compensated hours	_____	_____
Add Uncompensated/TTA Hours	_____	_____
Total Direct Hours per Workyear	_____	_____

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

6.4.2 Additional required information:

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

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

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

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

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

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

..6.4.2.7 Provide copies of most recent DCAA correspondence that approves proposed indirect rates.

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

6.4.3 Subcontractor/Consultant Costs

..6.4.3.1 Note the planned subcontract type and pricing arrangement for each subcontractor. The proposal shall include subcontract cost data in the **SAME LEVEL OF DETAIL** as provided for the offeror. Any subcontracting costs shall be fully supported. The contractor shall submit their proposal in Microsoft Excel format. The detail information may be provide separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors shall submit their information directly to the Government via Seaport-e. Cost data provided separately by the subcontractor must be received by the time and date specified for receipt of proposals. Sucontractors are required to provide DCAA branch office for their company, along with the name, phone number, and email address of a DCAA point of contact who is familiar with their company.

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

..6.4.3.3 CONSULTANTS - If applicable, provide a detailed listing of proposed consultants, rationale for selection and associated costs which are proposed for reimbursement over and above the hourly rate. Identify the corresponding contract labor category for each proposed consultant. Include the detailed analysis that establishes the proposed rate as fair and reasonable.

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

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

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

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7.0 SAVINGS INITIATIVES.

7.1 The offeror is required to address cost savings initiatives proposed for this Task Order and how these conform to the initiatives included in their basic SeaPort-e contract. The offeror shall address, as a minimum, each area covered by the clause in Section H entitled "SAVINGS INITIATIVES". The offeror's attention is called to the additional information required under Labor Escalation above (ref. 6.4.1.5(b)).

7.2 Offerors who propose declining average direct labor rates in key labor categories or declining hours in a workyear are cautioned that these approaches may be viewed as strategies to lower the Task Order price that could result in degradation in the quality of services to be provided throughout the Task Order period of performance. Such strategies are not considered to be true "savings initiatives". Further, such strategies may not be evaluated as realistic from a pricing standpoint.

7.3 The Government is interested in initiatives that clearly demonstrate a commitment on the part of the offeror to keep costs under strict control and clearly minimize overall costs incurred under this Task Order. Offerors are strongly encouraged to consider each the following. If an offeror / subcontractor does not elect to offer any of the following areas, the offeror's logic will be provided.

7.3.1 A composite cap or maximum on indirect rates;

7.3.2 Lower subcontract pass-thru than the maximum proposed / accepted at the contract level;

7.3.3 Lower fixed fee rate than the maximum proposed / accepted at the contract level;

7.3.4 Lower annual labor escalation rate than that maximum proposed / accepted at the contract level; and

7.3.5 Negotiation of similar caps for proposed subcontractors.

7.3.6 Agreement to cover ODC items in an indirect pool that could otherwise be direct charged, subject to the requirements in 6.3 above (e.g. software license costs, etc.)

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

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

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

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

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

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

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

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

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

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

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

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

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a SECRET facility security clearance with SECRET storage capability issued by the Defense Security Service at the required security level. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The Government is not obligated to delay issuance of the order pending security clearance of any Offeror.

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SECTION M EVALUATION FACTORS FOR AWARD

1.0 GENERAL INFORMATION

1.1 This Task Order is reserved for only those contractors that have Mid Atlantic Zone (Zone 3) identified in section B of the MAC contract. Proposals from other contractors will not be considered.

1.2 It is the intention of the Navy to award one, cost type, level-of-effort, Cost-Plus-Fixed-Fee Task Order for this requirement. Attention is directed to contract clause H-5, TASK ORDER PROCESS, Section C, Competitive Ordering Process, which provided that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M. This is a performance-based contract as defined in Far Part 37.6. Upon award, contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in Section Hof this solicitation.

1.3 The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16. The Government retains the right, upon evaluation of the written portions of the proposal, including a review of the Oral Presentation slides, to determine that the offeror does not stand a reasonable chance of award. If this be the case, the offeror will not be invited to make an Oral Presentation.

2.0 MANDATORY REQUIREMENTS - Offerors must meet each of the MANDATORY REQUIREMENTS noted in Section H. An offeror not meeting all of these requirements (or having acceptable plans for meeting the requirements by Task Order award) will not be considered as eligible for award. These Mandatory Requirements are in the following areas:

- 2.1 Facility Location
- 2.2 Facility Security Clearance
- 2.3 Personnel Security Clearance.
- 2.4 OCI Certification / Mitigation Plan

3.0 SOURCE SELECTION FACTORS

3.1. Each Offeror meeting the mandatory requirements will be evaluated relative to the following Best Value source selection factors and sub factors. Each separately evaluated factor and sub factor will be assigned a letter grade of A, B, C, D, or F where A is the highest grade. Pluses and minuses will not be used. Proposal factor/sub factor strengths, weaknesses, deficiencies will be noted.

Factor 1: Technical Capability (Oral)

- (a) Technical Scenario, Section L 4.4.5.1.1 (Oral Presentation)
- (b)Hardware Installation Approach,Section L 4.4.5.1.2(Oral Presentation)

Factor 2: Management Capability and Approach (Oral and Written)
Section L 4.4.5.2 (Oral Presentation)
Section L 5.2(Written Proposal)

Factor 3: Key Personnel (Oral and Written)
Section L 4.4.5.3 (Oral Presentation)
Sections L.5.3 (Written Proposal)

Factor 4: Past Performance (Oral and Written)
Section L 4.4.5.4 (Oral Presentation)
Section L 5.4 (Written Proposal)

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Evaluated Cost (Cost is not scored.)

3.2 The relative importance of the Evaluation Factors are: Technical Understanding is the most important Factor. Factor 1 is two (2) times more important than each Factor 2, 3, or 4. And Factor 2, Factor 3 and 4 are equal. The sub factors are equal in importance as grouped under each factor. Although cost is not scored, it will not be ignored. The degree of importance of the Evaluated Cost factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

3.3 The evaluation factors for this award are further defined as follows:

Factor 1: Technical Understanding/Capability/Approach (Oral and Written) - Evaluation of this factor will be based on the both the Oral Presentation and Written Technical Proposal. The validity and thoroughness of the Offeror's presentation will be evaluated as specific evidence of his understanding and capability to successfully perform the technical requirements of the Performance Work Statement.

Factor 2: Management Approach and Capability (Oral and Written) - The Management factor will evaluate the Offeror's ability to perform the non-technical aspects of contract performance and will be based primarily on the Oral Presentation. Each Offeror's presentation will be assessed to determine the acceptability of the approach and the depth of understanding represented by that approach. Organization, Overall Management Approach, Accounting/reporting of progress/expenditures, Subcontracting and small business participation, Transition Plan, Management Plan/Subcontractor Control/Quality Control/Efficiency, Personnel Recruitment/Retention/Skills Improvement, Quality Control & Subcontractor Control, Transition Plan, and Facilities and Resources are considered key elements in management capability assessment.

Factor 3: Key Personnel - (Oral and Written) - Evaluation of this factor will be based on the written Technical Proposal and will address the proposed Key staffing for accomplishing this Task Order. The proposed Key Personnel pool will be evaluated based on the extent to which it meets, does not meet, or exceeds the desired experience levels provided in Section H and the how proposed staff will meet the specific requirements of the Statement of Work base on the (staffing plan) required by Section L. Strengths, weaknesses and risks will be identified for each resume. Individual resumes are not considered individually weighted subfactors. In addition, the Government will evaluate the depth and breadth of experience demonstrated by the resumes across the various skill sets identified in Sections H of this solicitation. Depth is an assessment of the length of time the proposed individual has worked in one field or activity; breadth is an assessment of the variety of experiences an individual has either in one particular area or has across a number of functional areas that have been identified in the Performance Work Statement. The evaluation of risk for this factor will be based, at least in part, on the evaluated availability of each proposed Key Person. Availability will consider whether the proposed individual is a current employee of the offeror (or proposed subcontractor). Part time resumes will be accumulated to an equivalent work year and assigned an average rating earned by the grouped resumes. In addition to assessing each Key Personnel resume as detailed above, the entire proposed technical workforce will be assessed for capability to support the PWS with limited ramp-up time. Experience in all areas of the PWS as well as alignment of skills to requirements will be assessed.

Factor 4: Past Performance - (Oral and Written) This factor focuses on relevance of experience to this task and the quality of relevant experience. Experience relative to this task will be assessed by considering the following aspects such as the following. These do not constitute separately evaluated subfactors: quality of products and services; timeliness of performance; cost control, billings and proposals; business relations; overall customer satisfaction and achievement of subcontracting goals (extent of prior use of small, small disadvantaged, woman-owned, and veteran-owned small businesses as subcontractors). In addition to the sources identified by the offeror, the Government may review Contractor Performance Assessment Reporting System (CPARS) and/or DOD Past Performance Automated Information System (PPAIS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in local files and other sources, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. General trends in a contractor's past performance will also be considered. A

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past performance rating of "Neutral" will be assigned wherever the offeror lacks a record of relevant or available past performance history and there is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

3.4 Evaluated Cost: In evaluating offers, the Government will perform an analysis of the realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data, the proposed allocation of man-hours and labor mix, and the proposed costs' reflection of the Offeror's understanding of the complexity and risk of requirements. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this task order and to measure the reasonableness of the proposed costs. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluation of the options will not obligate the Government to exercise the options. Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee for the base and all option periods, and the maximum saving initiatives (if the basis is sound), will be used in making the award determination. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. The burden of proof for cost credibility rests with the Offeror. The evaluated cost amount will be a separate evaluation factor only insofar as technical/cost trade-offs are necessary to ascertain a best value decision.

3.5 Other Considerations: Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the resulting task order will require the delivery of data, the responsiveness and quality of organization and writing reflected in the proposal (both technical and cost portions) will be considered to be an indication of the Offeror's quality control processes that would be applied to deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.