

SOLICITATION						FINAL	
1. SOLICITATION NO. N00024-09-R-3167		2. AMENDMENT NO.		3. EFFECTIVE DATE 05/11/2009		4. PURCHASE REQUEST NO. N68335-09-NR-55205	
5. ISSUED BY NAVAIR Aircraft Division Lakehurst Contracts Hwy 547 Code 2.5.2 Bldg 562-1 Lakehurst NJ 08733-5060 alice.tornquist@navy.mil 732-323-4316		CODE		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 06/12/2009 1400 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE No	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
				CODE			
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:			22. TOTAL
							CONTRACTING/ORDERING OFFICER
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

POINTS OF CONTACT

The Contract Specialist for this solicitation is:

Alice Tornquist

Phone-732-323-4316

E-mail: alice.tornquist@navy.mil

The Contracting Officer for this solicitation is:

Cindy Scheper

Phone-732-323-2408

E-mail cindy.scheper@navy.mil

The primary place of performance will be off-site at the Contractor's facility with one man-year to be performed on-site at NAVAIR Patuxent River MD. During the task order performance period, performance will also be required at NAVAIR Lakehurst NJ.

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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
1000	Labor for the Base Period. The contractor shall provide support services in accordance with Section C. (OTHER)	13161.0 LH		

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	Travel for the Base Period. (OTHER)	1.0 Lot
3100	Material/NMCI Costs for the Base Period. (OTHER)	1.0 Lot

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Labor for Option Period I. The contractor shall provide support services in accordance with Section C. (OTHER) Option	13161.0 LH		
4100	Labor for Option Period II. The contractor shall provide support services in accordance with Section C. (OTHER) Option	13161.0 LH		
4200	Labor for Option Period III. The contractor shall	13161.0 LH		

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provide support
services in
accordance with
Section C.
(OTHER)
Option

4300 Labor for Option 13161.0 LH
Period IV. The
contractor shall
provide support
services in
accordance with
Section C.
(OTHER)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Travel for Option Period I. (OTHER) Option	1.0 Lot
6100	Material/NMCI Costs for Option Period I. (OTHER) Option	1.0 Lot
6300	Travel for the Option Period II. (OTHER) Option	1.0 Lot
6400	Material/NMCI Costs for Option Period II. (OTHER) Option	1.0 Lot
6600	Travel for Option Period III. (OTHER) Option	1.0 Lot
6700	Material/NMCI Costs for Option Period III. (OTHER) Option	1.0 Lot
6900	Travel Costs for Option Period IV. (OTHER) Option	1.0 Lot
6901	Material/NMCI costs for Option Period IV. (OTHER) Option	1.0 Lot

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The Task Order Contracting Officer and/or Contracting Specialist will unilaterally create additional SLINs during the performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

The Base Period of the Task Order, and the option periods if exercised, will be Cost Plus Fixed Fee.

For estimating purposes only, the following historical data is being provided as a guide for preparing future requirements. The contractor is not bound by these historical hours and is encouraged to provide innovative solutions and labor mixes for fulfilling the requirements as stated in the SOW.

For informational purposes only, the Government Estimate per period is as follows:

*Indicates Key Personnel

Labor Category Estimated Hours for Each Year –

Base, Option Period I, Option Period II, Option Period III and Option Period IV

* Project Manager	1,944
*Senior Analyst	5,832
Analyst	4,860
Editor	175
Word Processor	350

Travel Estimate

Base Period \$23,000

Option Period I \$23,920

Option Period II \$24,877

Option Period III \$25,872

Option Period IV \$26,907

Material / NMCI Estimate

Base Period \$23,135

Option Period I \$18,642

Option Period II \$20,955

Option Period III \$21,794

Option Period IV \$21,097

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

EMALS Program Management CSS Statement of Work

6 April 2009

1.0 Scope

This statement of work is to provide program management support at NAWCAD Lakehurst NJ and other program sites in the planning, coordination, development, implementation, execution, control and reporting of program plans, documents and products to support the Electromagnetic Aircraft Launch System (EMALS) program. The contractor shall assist in the preparation and update of management plans, program schedules, action item resolution, fiscal implementation, task coordination, management data reviews and program management meetings.

2.0 Reference Documents

Not applicable.

3.0 Detailed tasks

- The contractor shall possess demonstrated knowledge and experience with EMALS program processes, on-going initiatives, hardware, and information systems.
- The contractor shall perform program management and provide technical work products for the EMALS program including specific EMALS program documents, Plans of Action and Milestones (POA&Ms), status reports, presentations and administrative products.
- The contractor shall research, evaluate and track EMALS program issues, events, milestones and action items using EMALS specific Information Systems and websites. Efforts will include support for EMALS Test Requirements Change Requests, Engineering Change Proposals, Engineering Investigations, Hazardous Material Reports, Technical Publication Deficiency Reports, Rapid Action Minor Engineering Changes, Quality Deficiency Reports, Level of Repair Analyses and Cost Benefit Analyses and develop program management life cycle supportability obsolescence recommendations.
- The contractor shall assist the Program Manager (PM) and EMALS Team in monitoring program health related to operational, maintenance and inventory status to recommend improvements and solve program wide problems using EMALS maintenance and supply data.
- The contractor shall assist the Program Manager and Team in the Review and evaluation of

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EMALS program data deliverables.

- The contractor shall provide program management financial support for all aspects of the EMALS program. Efforts will require knowledge and experience in financial information systems and EMALS program specific processes.

- Attend and provide management support at team meetings, conferences, procurement reviews, Business Crosstalk meetings, Production Readiness Reviews, planning conferences, TTT-300 Team Training, Program Management Reviews (PMR), Fleet briefings, Quarterly Execution Reviews, status reviews, and other meetings as directed by the Team Leader. Develop agenda, minutes and action item lists and other support documentation as directed.

Develop and maintain an EMALS Action Item tracking database / system for cataloging and project status reporting of open, pending and closed action items, in MS Office format. Track, research, investigate and propose solutions to program and project action items/chits from the program management perspective. Coordinate with team members to ensure the database is updated on a regular basis. Assist in the coordination of team assignments, resolution and closure of team action items and prepare final reports for the PM. Deliver weekly and monthly reports that will enable the Team Leader to effectively manage the program.

- Participate in the EMALS program Commitment Report process and be able to represent NAVAIR at meetings.
- Assist in the identification of project risk, risk analysis/mitigation, and reduction methods (including resource allocation, team staffing issues, workload planning, and economic feasibility) to reduce/eliminate impacts on cost, schedule and performance. Participate in, and facilitate the Team's participation in, the Program Risk processes, including both PMA 251 process and PMS 378 process.
- Review and analyze all EMALS requirements for program management issues/concerns and provide written descriptions and recommendations for inclusion in project plans and documents. Assist the PM in the review of team generated support products with respect to adequacy and accuracy prior to PM promulgation or incorporation into program/project management plans and documents. Review on-going projects and identify management problems and report findings to the PM. Assist in the development and preparation of Project Management templates, notebooks, POA&Ms, time lines and process flows.
- Assist in the preparation of weekly, monthly, and quarterly program team highlights.
- Develop presentation and briefing materials in support of EMALS program briefing requirements. Provide draft presentations and corrections/revisions as required. Provide supporting

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documentation as required.

- Host monthly EMALS Team Meetings for 25-30 people at the contractor's facility.
- Maintain EMALS files as required.
- Provide general program and project management assistance in support of daily operations and tasking, including but not limited to, correspondence, action responses, program evaluation, project status evaluation, interface with other competencies and continuing program execution.

Provide graphic support for the development of report covers, product brochures, end item renditions (notional and/or final draft), templates and process flow diagrams and layouts, and illustrations to support management documentation.

4.0 Place of Performance

The place of performance will be primarily off-site at the Contractor's facility as required by the Government. During the performance of tasks under this contract, one (1) man-year is to be performed on site at Naval Air Systems Command Headquarters, PMA 251 spaces, in Patuxent River, MD. All other Contractor personnel shall be required to commute between NAVAIR Lakehurst and the Contractor's facility for the purpose of performing tasks that require the use of equipment and systems at the respective facility and for the purpose of obtaining direction and instruction. Contractors within 15 minutes of commuting time must support meetings at NAVAIR Lakehurst within 60 minutes of meeting notification and contractors with three hours or greater commuting time to NAVAIR Lakehurst must support meetings within 24 hours of notification.

5.0 Travel

Contractor personnel shall travel as required to provide needed tasks through off-site meetings, training, conferences, design reviews, site surveys, or other events. All travel will be performed in accordance with the provisions of the most current Joint and Federal Travel Regulations.

Travel will primarily be to the EMALS Prime Contractor, General Atomics in Rancho Bernardo, CA; Northrop Grumman Shipbuilding, Newport News VA and Washington, DC; Naval Sea Systems Command, Washington DC; and Naval Air Systems Command, Patuxent River, MD.

6.0 Deliverables

6.1 The contractor shall submit a monthly progress report as required by the Government in the performance of the support effort by the 15th of each month (CDRL A001).

6.2 The contractor shall submit review comments, presentations, spreadsheets, database updates and recommendations on documentation, plans, technical reports, analyses, investigations, and other documents as required by the Government (CDRL A002).

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7.0 Security

All tasking under this statement of work is unclassified. However, the EMALS program has been determined to be critical technology and shall not be disclosed to foreign countries or foreign nationals. Personnel assigned to work under this statement of work are restricted to U. S. citizens only.

Since the requirements of this effort are expected to involve export-controlled items, the following clauses apply: DFARS Clause 252.204-7008 Requirements for Contracts Involving Export-Controlled Items; and NAVAIR Clauses 5252.227-9507 Notice Regarding The Dissemination Of Export Controlled Technical Data and 5252.227-9508 Qualified U.S. Contractors For Export-Controlled Technical Data (NAVAIR) (JUL 1998).

All personnel must possess at least a confidential level security clearance.

All documents delivered under this Statement of Work shall be labeled as follows:

DISTRIBUTION STATEMENT D: Distribution authorized to DoD and DoD contractors only; Critical Technology 09/07/2000. Other U.S. requests shall be referred to the Naval Air Warfare Center Aircraft Div. Lakehurst NJ 08733

8.0 Standards of Quality and Timeliness

Quality is measured by accuracy or a comprehensive understanding and communication of required tasks and timeliness measured by completion of an activity by the required due date. Outcomes are measured through Government observation and analysis of documents required by the contract data lists (DD 1423).

The following table shall be used by the Government to evaluate contractor quality and timeliness:

PERFORMANCE BASED QUALITY STANDARDS AND CRITERIA

Activity	Standard	Acceptable Quality Level	Method of Surveillance
Generate monthly status reports	Accuracy/Complete by customer due date	Provide accurate status reports by the assigned due date at least 95 percent of the time	Customer review of reports and timeliness
Generate programmatic and technical reports	Accuracy/Complete by customer due date	Provide technically accurate and detailed reports within 30 days of assigned due date at least 95 percent of the time	Customer review of reports and timeliness

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Generate and submit trip reports	Accuracy/Complete by customer due date	Provide technically accurate and grammatically correct reports by assigned due date at least 95 percent of the time	Customer review of reports and timeliness
Attend/participate in meetings at Government and Contractor facilities within 15 minutes and 3 hours or greater from duty station	Support meetings within 1 hour of notification for those within 15 minutes of commute from primary duty station; Support meetings within 24 hours of notification for those 3 hours or greater from primary duty station	Attend /participate in meetings per the standard at least 95 percent of the time	Customer review of timeliness
Generate and submit minutes	Accuracy/Complete 5 business days after meetings/reviews.	Provide technically accurate and grammatically correct reports by assigned due date at least 95 percent of the time	Customer review of reports and timeliness

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SECTION D PACKAGING AND MARKING

ITEMS 1000 THROUGH 3100 AND AWARD TERM OPTION ITEMS 4000 THROUGH 6900- There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provision set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

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

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

(1) name and business of the contractor

(2) contract number

(3) task order number

(4) sponsor_____

(Name Individual Sponsor)

(Name of Requiring Activity)

(City & State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e basic contract.

The Task Order Manager (TOM) will be designated the responsibility of monitoring, progressing, and controlling the technical work for the resultant task order. The Quality Assurance Plan (QASP) for this task order includes the TOM performing a Task Order Performance Evaluation (TOPE) in accordance with the Seaport-e basic contract. This Task Order will be registered in the Contractor Performance Assessment Reporting System (CPARS). As part of the QASP, performance will be measured by the TOM for technical accuracy of deliverables, the general quality of services, timeliness, cost control, the contractor's responsiveness to customers, and team stability and cooperation with other IDIQ holder terms.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance for the Base Period is 20 July 2009 - 19 July 2010.

The Period of Performance for Option Period I is 20 July 2010- 19 July 2011.

The Period of Performance for Option Period II is 20 July 2011 - 19 July 2012.

The Period of Performance for Option Period III is 20 July 2012 - 19 July 2013.

The Period of Performance for Option Period IV is 20 July 2013 - 19 July 2014.

F-1 Task Order Options

The Government may extend the term of this order by written notice to the Contractor within 7 days before the end of the current period of performance; provided that the Government give the Contractor a preliminary written notice of its intent to extend at least 30 days before the end of the current period of performance. The preliminary notice does not commit the Government to an extension.

If the Government exercises an option, the extended order shall be considered to include this option provision.

The total duration of this order, including the exercise of any option under this clause, shall not exceed 5 years.

52.217-5 Evaluation of Options

Evaluation of Options (Jul 1990)

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

(End of Provision)

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDERING MANAGER (TOM) APPOINTMENT (JUL 2005)

(a) The Task Ordering Officer hereby appoints the following individual as the Task Ordering Manager (TOM) for this Task

Name: TBD

Code:

E-mail:

Mailing Address:

Telephone:

(b) The TOM is responsible for those specific functions assigned in the Task Order manager appointment letter.

(c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

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:

ESTIMATED

ITEM (S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

[] [] []

(To be provided at the task order level)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs [] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities] The following details funding to date:

Total

Contract Funds This Previous Funds Balance Action Funding Available

Unfunded

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html- Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N68335.

Admin Office DODAAC: See block 6 of Task Order front page.

Inspector DODAAC (if applicable): N68335

Ship To DODAAC (for Combo),Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (for Final Cost Voucher) (if applicable):N68335

Acceptor DODAAC (if applicable): N68335 **Organization that Government Acceptor Works for

Local Processing Office:N/A (Leave blank)

DCAA Office DODAAC (Cost Voucher Approver – if applicable): Enter DCAA Office DODAAC

Paying Office DODAAC: See Block 12 of Task Order front page.

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(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name Email Phone Role

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work of the Task Order .

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a

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known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of twelve (12) months after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of twelve (12) months after the terms of this contract. (FAR 9.505-2(b)(1))

[] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of

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work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with twelve (12) months after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

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(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the first six months of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) 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 offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

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(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

SECURITY REQUIREMENTS

Program Administrator (PA) Employees. The PA shall not employ persons for work in the performance of this Award who are identified to the PA by the Contracting Officer as potential threats to the health, safety, security, general well being, or operational mission of the installation and its population. Where reading, understanding, read, write, and speak English to the twelfth grade level. (The speaking skill is not required of a PA employee who is hearing impaired). All PA employees must be computer literate.

Employment of Foreign Nationals: No foreign nationals shall be employed under this award. The PA shall ensure that all personnel employed in the performance of this award shall be United States Citizens, and capable of obtaining a confidential level security clearance.

COMPLIANCE CLAUSE

All Information Technology Systems or software/application development, modification or support will be performed in accordance with Defense Business Transformation guidance, DON/NAVAIR Functional Area Manager (FAM) Policies & Guidance, Network & Server Registration, & Web Enablement mandates.

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO) [or provided as an attachment]. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#) [or provided as an attachment] and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL [fill in CDRL numbers here: CDRL XXX

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and CDRL XXX]. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

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

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

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

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

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SECTION I CONTRACT CLAUSES

Clauses specified in Section I of the SeaPort-e basic contract are incorporated into this order if applicable.

The following additional DFARS clause is incorporated by reference:

252.204-7008 Requirements for Contracts Involving Export-Controlled Items (JUL 2008)

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SECTION J LIST OF ATTACHMENTS

NMCI Form

Supporting Cost Data

Cost Summary Format

Quality Assurance Surveillance Plan (QASP)

Staffing Plan

Contract Data Requirement List (CDRL)

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS.

The requirement for Annual Representation and Certifications at 52.204-4 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

5252.209-9511 ORGANIZATIONAL CONFLICT OF INTEREST REPRESENTATION (NAVAIR)(SERVICES) (JUL 1989)

This solicitation contains an organizational conflicts of interest clause in Section H, which is to appear in the awarded contract. Along with their proposals, offerors must check the appropriate box below:

☒ Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.

☐ No conflict of interest exists.

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Section L Requirements:

Instructions, Conditions, and Notices to Offerors

5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (JUL 1998)

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

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

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

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

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

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

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(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

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

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost plus fixed fee performance based task order (1 base year and 4 (1) year option periods).

REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO OFFEROR(S)

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(a) Definitions. As used in this provision—

A standard man-year is defined as 1,944 man-hours.

In writing or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by the Contracting Officer as a result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall include the next working day.

(b) Amendments to the solicitation. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Proposals and modifications of proposals shall be uploaded electronically to the Auction Services Site in the SeaPort system under the appropriate solicitation number, in accordance with Section H, H-5 TASK ORDER PROCESS. In the event that the Seaport system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the PCO in accordance with H-5.

(2) The First page of the proposal must show—

(i) The Solicitation Number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, Title and signature of the person authorized to sign the proposal.

(3) Submission, modification, revision and withdrawal of proposals.

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(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30pm; local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received as the Government office designated in the solicitation after the exact time specified for receipt of offers is “Late” and will not be considered unless it is received before award is made, the Contracting officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government Installation shall be the time/date stamp recorded by the Auction Services Site software at time of proposal upload.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(vi) Proposals may be withdrawn by written notice received at any time before award. An offeror or an authorized representative may withdraw proposals in person, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(1) Offerors must submit a proposal for all tasks.

(2) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S dollars, unless the provision at FAR 52.225-17, Evaluations of Foreign Currency Offers, is included in the solicitation,

(3) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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(4) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(5) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid until 120 days from closing date of this solicitation.

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want to disclose to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (Insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Task Order Award.

(1) The Government intends to award one Task Order from this solicitation to the responsible offeror (s) 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 Multiple Award Contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

(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) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items to sub 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.

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

PROPOSAL FORMAT

It is required that all 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:

8.5x11 inch paper, single-spaced, one-sided with 1-inch margins

12 pt Times New Roman font in text

No hyperlinks

All files shall be Microsoft Word files with .doc extensions, except for cost files, which should be in Microsoft Excel and have .xls file extensions. Please note that spreadsheets should be formatted with proper page breaks to allow the evaluator to print copies without needing to reformat each page. The prime contractor's name shall appear in the header of each page of the proposal.

PAGE LIMITATIONS

Offer Letter: 1 Page

Technical Volume- 15 page limit (Page total does not include the Staffing Plan, Key Personnel Resumes or letters of intent. Each resume submitted shall not exceed 2 pages each. Resumes are only required for key personnel positions which are identified below. Letter of intent shall be attached to the corresponding resume.)

The technical volume of the proposal must cover the following elements: Technical Approach, Personnel Qualifications, Corporate Experience and Management Plan.

Past Performance Volume- 10 Page Limit

The past performance volume of the proposal must cover the following elements: Quality of Service, Timeliness of Service, Ability to manage cost/control cost, Responsiveness to customers, and Small Business Compliance.

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Cost Proposal Volume: no page limit

PROPOSAL CONTENT

Offer Letter: Identify at a minimum the Task Order Solicitation Number, enclosures being transmitted, contractor's SeaPort-e contract number, proposed subcontractors, statement regarding Reqs and Certs being incorporated or attached to offer, and state the length of proposal validity (minimum 120 days).

Technical Volume I:

The technical volume shall be submitted as a separate file. The technical volume shall include information/documentation in sufficient detail to clearly identify the offeror's overall qualifications to accomplish the scope of the work of the contract. The Technical Volume shall include the following elements:

Technical Approach (element of Technical): The contractor shall demonstrate a comprehensive technical understanding of the requirements and technical complexity inherent in the Performance Based Statement Of Work (PBSOW). This section shall also present a detailed approach as to how the offeror would perform the effort required.

Personnel Qualifications (element of Technical): The contractor shall identify their proposed mix of personnel to perform the tasks under the PBSOW. The contractor shall identify all proposed personnel who are not currently employees of the offeror or subcontractor, or who are proposed to permanently relocate. Provide a letter of intent signed by those persons indicating their willingness to be hired or relocated and specify compensation (Note: Include Letters of Intent in the Technical Volume). All personnel must possess at least a Confidential level Security Clearance. Personnel assigned to work under this statement of work are restricted to U. S. citizens only.

(a) Staffing Plan: The offeror shall complete and submit a Staffing Plan in accordance with the sample matrix provided in Section J of this solicitation. This shall include a listing of all personnel proposed.

(b) The following minimum information shall be contained within contractor submitted resumes for Key personnel; contractor format is acceptable:

- Employee Name
- Years of Professional Experience
- Current Position/Title
- Education History
- Special Training/Qualifications
- Chronology of professional experience as it relates to PBSOW
- Current level of security clearance

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For informational purposes only, the Government Estimate per year is as follows:

Labor Category	Base	Option 1	Option 2	Option 3	Option 4	Total
Program Manager *	1,944	1,944	1,944	1,944	1,944	9,720
Senior Analyst *	5,832	5,832	5,832	5,832	5,832	29,160
Analyst	4,860	4,860	4,860	4,860	4,860	24,300
Editor	175	175	175	175	175	875
Word Processor	350	350	350	350	350	1,750
Total	13,161	13,161	13,161	13,161	13,161	65,805

*Key Personnel

The contractor's facility shall be the permanent duty station for all contractor personnel with the exception of 1 Senior Analyst as identified below.

KEY PERSONNEL EDUCATION AND EXPERIENCE:

ALL COLLEGE DEGREES MUST BE FROM AN ACCREDITED COLLEGE OR UNIVERSITY

Key personnel required to perform these tasks are to be senior level personnel, with significant experience in the performance of program management tasks. They shall have demonstrated experience managing the acquisition of naval aviation systems for installation in new naval ships construction, management of naval ship construction, and / or the operation and maintenance of naval aviation system in the Fleet. Consideration will be given to the contractor with experience in managing the acquisition, development, production, installation and fielding of high power systems in new construction naval ships. Final consideration will be given to contractors who have extensive experience in support of the program management of DoD ACAT I or II programs.

1. Program Manager

A. Education:

- A Bachelors degree in Engineering, Business, or other related scientific or technical discipline from an accredited college or university.

B. Experience:

- Approximately 15 years experience with Program Management (PM) of Department of Defense (DoD) weapons systems.

Clearance

- Program Manager is required to hold Secret or Top Secret security clearance.

2. Senior Analyst

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A. Education:

- . A Bachelors degree in Engineering, Business, or other related scientific or technical discipline from an accredited college or university.
- . Substitution of 10 years experience (including 5 years specialized experience of EMALS) for bachelors degree requirement is allowable.

B. Experience:

- . Approximately 10 years experience with Program Management (PM) of Department of Defense (DoD) weapons systems.

3. Senior Analyst (On-site at NAVAIR Patuxent River, MD)

A. Education:

- . A Bachelors degree in Engineering, Business, or other related scientific or technical discipline from an accredited college or university.
- . Substitution of 10 years experience (including 5 years specialized experience of EMALS) for bachelors requirement is allowable.

B. Experience:

- . Approximately 10 years experience with Program Management (PM) of Department of Defense (DoD) weapons systems.

Corporate Experience (element of Technical): The contractor shall provide evidence of their corporate and their teaming partner/subcontractors' corporate experience relevant to those tasks required by the PBSOW by creating a Corporate Experience Matrix, and providing a narrative for each contract listed in the matrix. The narrative should summarize experience gained in each task area of the PBSOW and address the direct relevancy to the PBSOW task areas. Clearly identify the company whose experience is referenced. Do not reiterate the work statement task descriptions as that is ineffective in supporting your claim of having gained experience in a given task area. You may also provide information on problems encountered on the identified contracts and the corrective actions taken. If you are a multi-function firm, include only experience for work completed by the segment of the firm (division, group, unit, etc.), which would perform under the prospective task order.

Management Plan (element of Technical): The contractor shall submit a management plan describing processes and procedures to insure successful accomplishment of the PBSOW tasking with regard to the following: management structure and lines of reporting; subcontractor management; plan to manage, execute, and monitor task progress; staffing plan (sample provided in section J); cost and performance reporting; quality assurance; and facilities to support tasking.

Past Performance Volume II:

The past performance volume shall be submitted as a separate file. This section shall identify and

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describe past performance in fulfilling Government contracts. Information provided shall be related to efforts similar in size, scope and complexity to this requirement. The contractor shall submit three references, from the most recent and related efforts as a prime contractor or as a major subcontractor. References should be able to provide information about the firms performance during the past 3 years (from the issue date of the solicitation) regarding: Quality of Service, Timeliness of Service, Ability to manage cost/control cost, Responsiveness to customers, and Small Business Compliance.

The following information must be provided along with each reference: Contract Number, contract value, short description of service, contract award date, point of contact (POC), phone number for each POC, E-mail address (if available). If this information is not provided it could have a negative affect on the past performance rating.

The Government reserves the right to use past performance information obtained from these sources or from sources other than those identified by the Offeror, such as the Navy's Contractor Performance Assessment Reporting System (CPARS). Since the Government may not necessarily interview all sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. The Government does not assume the duty to search the data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror. If you are aware of any situation that may negatively impact your past performance ratings please discuss the situation and how it was remedied. You must either provide the above information or state that no past performance history exists.

Quality of Service (element of Past Performance): Please provide a synopsis of quality of service provided. Include compliance with contract requirements; frequency, completeness, and accuracy of reports.

Timeliness of Service (element of Past Performance): Please provide a synopsis of schedule successes and slippages per contract. Discuss the reasons for changes in the schedule and whether modified schedules were met. Contract Data Requirements Lists (CDRLs) delivered in a timely manner; replacement of key personnel in a timely manner; effective planning and managing of program.

Ability to manage cost/control cost (element of Past Performance): Please describe your efforts to control cost under previous contracts. Include any cost overruns experienced with explanations.

Responsiveness to customers (element of Past Performance): Please describe your efforts to provide effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective contractor recommended solutions and timely award and management of subcontracts.

Small Business Compliance (element of Past Performance):-Please describe the efforts made and results achieved in pursuit of the offeror's responsibilities outlined in FAR 52.219-8 "Utilization of Small, Small Disadvantaged and Woman Owned Small Business Concerns." Those statistical results compared to established goals shall be presented for individual contracts or on an annual basis depending on the type of plan negotiated. Performance period shall be over the last three years from the issue date of the solicitation. Copies of required reports and evidence of results of special initiatives are acceptable. Other information or performance awards related to small business subcontracting efforts

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may be submitted as appropriate.

Cost Proposal Volume III:

The cost proposal volume shall be submitted as a separate file. No cost or pricing information shall appear in the technical proposal. The offeror shall provide sufficiently detailed information to allow the evaluators to determine the reasonableness of the proposed costs. At a minimum, this information must include labor categories and hours, other direct costs, direct rates, indirect rates, and fee. The prime contractor must justify the reasonableness of each subcontractor's cost, if applicable. A Defense Contract Audit Agency (DCAA) point of contact must be provided for the prime and each subcontractor.

Cost summary, Prime contractor. For all Contract Line Item Numbers (CLINs), provide cost summary in the format specified in Section J. Cost information shall be submitted in Microsoft Excel spreadsheet format. All formulas shall remain in the spreadsheet as to allow for adjustments for cost realism purposes. For example, the Government should be able to change a cell containing a specific labor rate for an individual and have the change flow through the spreadsheet automatically.

Supporting Cost Data. For all CLINs, provide supporting cost data as required in the format specified in section J. When the offeror elects to claim Facilities Capital Cost of Money (FCCOM) as an allowable cost, the offeror must submit an FCCOM form and show the calculations of the proposed amount. Additional narrative may be attached to the Supporting Cost Data Table, if necessary, to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, historical/provisional billing rates for indirect rates for the last 3 years and description and amount of proposed other direct costs.

Subcontract costs shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. The preferred method of submittal of subcontractor detailed cost information, which subcontractors do not wish to provide to the prime contractor, is via the Auction Services Site. The Seaport Subcontractor User's guide dated 08 March 2004 is available on the auction site and provides guidance for subcontractor submissions. In the event subcontractors are not registered on the Auction Site and are unable to do so by the closing date and time of this solicitation, detailed cost information may be submitted via e-mail to Alice Tornquist at alice.tornquist@navy.mil. Cost data provided separately by a subcontractor must be received by the time and date specified for the receipt of proposals. Contractors and subcontractor are required to provide the DCAA Branch Office for their company, with the name and phone number of a DCAA Point of Contact who is familiar with the company. If no previous review has been conducted, the Government will perform an alternate analytical approach to evaluate the reasonableness of the proposed cost.

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SECTION M EVALUATION FACTORS FOR AWARD

Section M Requirement:

This task order is solicited on an unrestricted basis, under the Northeast Zone 1 region as identified in Section B of the Multiple Award Contract (MAC). Proposals from other contractors will not be considered.

BASIS FOR TASK ORDER (TO) AWARD

(a) Award of the TO resulting from this solicitation will be made to the Offeror whose proposal, conforming to the solicitation, offers the greatest value to the Government in terms of technical, past performance, and cost rather than to the proposal offering the lowest price. The Government reserves the right to select which proposal offers the greatest value to the Government. The resulting TO will be awarded on the basis of the proposal from the responsible Offeror whose offer, conforming to the solicitation, is determined to be most advantageous to the Government all factors considered. The Government intends, if possible, to award the resultant TO on the basis of initial offers received.

(b) The Technical factor is the most important factor. The Past Performance factor is less important than Technical and more important than cost. The elements listed under the Technical and Past Performance factors are not separately weighted or separately rated. However, all of the elements must be addressed under the factors of Technical and Past Performance and will be evaluated as part of the factors. Evaluation factors other than cost when combined are significantly more important than cost. The Government reserves the right to make an award to other than the lowest priced offeror if the Contracting Officer determines that to do so would result in the best value to the Government.

(c) The Offeror's proposal will be in the form prescribed by this solicitation and shall contain a response to each of the areas identified in Section L, which affects the evaluation factors for award. The evaluation factors are:

Factor I-Technical

Elements of Technical: Technical Approach, Personnel Qualifications, Corporate Experience, and Management Plan

The Government will evaluate the offeror's proposed Technical Approach, Personnel Qualifications, Corporate Experience, and Management Plan in relation to this procurement. The Government will evaluate the offeror's previous experience in technical support of the same nature as that being acquired with this solicitation. The Government will evaluate the offeror's previous experience in technical support using the same or similar approach as proposed for this solicitation. The results of any standard model-based process maturity appraisals performed within 3 years prior to proposal submission, and the number of proposed staff experienced in using these processes will be part of the evaluation criteria.

Factor II-Past Performance

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Elements of Past Performance: Quality of Service, Timeliness of Service, Ability to Manage Cost/Control Costs, Responsiveness to Customers, and Small Business Compliance.

If the Offeror lacks a record of relevant or available past performance history, they will be rated neutral. A neutral rating means that there is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

Factor III-Cost

Cost is of significantly less importance than the Technical and Past Performance factors combined, however, it is an important factor and should not be ignored. As ratings of proposals in relation to non-cost factors become more equal, cost will become more of a deciding factor in selecting the best value offer.

Any proposal, which is materially unbalanced as to cost, may be rejected as nonresponsive. An unbalanced proposal is one, which is based on costs significantly less for some work, and which is significantly overstated for other work.

Costs will be evaluated on the basis of cost realism. Cost realism pertains to the offeror's ability to project costs which are reasonable and which indicate that the offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates, and other direct costs, may be considered a reflection of a lack of understanding of the work required. With regard to the understatement of cost, the Government reserves the right to evaluate cost proposals based on the inclusion of all necessary and verifiable items of cost.

The Government may award a task order on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to be within the competitive range.

The Government reserves the right to make an award to other than the lowest priced offeror if the Contracting Officer determines that to do so would result in the best value to the Government.