

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATIN	PAG 1	O PAGE 85	
2. CONTRACT		3. SOLICITATION NO. N00039-09-R-1200		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE			
6. REQUISITION/PURCHASE NO.		7. ISSUED COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND PEO 2451 CRYSTAL ARLINGTON VA		8. ADDRESS OFFER TO (If other than Item 7) See Item		COD			
TEL:		FAX:		TEL:		FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located _____ until _____ local _____ (Date) (Hour)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms conditions contained in this solicitation.									
10. FOR INFORMATION: A. DARRELL DODDS			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-602-9778			C. E-MAIL ADDRESS darrell.dodds@navy.mil			
11. TABLE OF									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		5 - 7	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING		8	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND		9	X	K	REPRESENTATIONS, CERTIFICATIONS AND		
X	F	DELIVERIES OR PERFORMANCE		10 - 11			OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA		12 - 14	X	L	INSTRS., CONDS., AND NOTICES TO		
X	H	SPECIAL CONTRACT		15 - 32	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT		DAT		AMENDMENT	
15A. ADDRESS OF OFFEROR		CODE		FACILIT		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17.		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED				20.		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN THE (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) COD				25. PAYMENT WILL BE MADE BY COD					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 CPFF		1	Lot		
	Phase I Contractor shall perform all work necessary to deliver Enterprise Training Management Delivery System (ETMDS) core capabilities, in accordance with the PWS (Attachment 1). Period of Performance (PoP) is 18 February 2010 through 30 May 2012. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 CPFF		1	Lot		
	Post-Phase I Contractor shall activate Enterprise Training Management Delivery System (ETMDS) post-core capabilities, in accordance with the PWS (Attachment 1). Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 CPFF		1	Lot		
	Training Contractor shall perform in accordance with PWS, paragraph 5.11.7 (Attachment 1). Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					NSP
	Contract Data Requirements List (CDRL) Exhibit A001-A0020, B001-B004, and F001-F005, DD Form 1423. Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 FFP		1	Lot		
	Software Licenses (If Separately Priced) Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 FFP		5	Lot		
	Annual Software Maintenance In support of CLIN 0005 (If separately priced). Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 FFP		1	Lot		
	Data Rights Contractor shall deliver data rights consistent with Section H Clause H-1 if less than Government Purpose Rights are proposed. (If separately priced) Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 FFP		18	Months		
	On-Site Technical Support Contractor shall provide on-site technical support services for Enterprise Training Management Delivery System (ETMDS). Refer to Section 5.12 of PWS for additional description. Period of Performance is 18 February 2010 through 17 February 2015. The PoP is based on anticipated date of award and is subject to change in accordance with actual award date. FOB: Destination				

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B-308 FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (OCT 1995) (SPAWAR)

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the basic contract.

(End of clause)

Section C - Descriptions and Specifications

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C-302 SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT (APR 2009) (SPAWAR)

The work under this contract shall be performed in accordance with the description/specifications/statement of work/performance work statement, which is included as Attachment 1, Performance Work Statement.

(End of clause)

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C-303 COMPLIANCE WITH SPECIFICATION (DEC 1999) (SPAWAR)

The effort required hereunder shall be in accordance with the specifications set forth in Attachment 1, Performance Work Statement, and the offeror's technical proposal [*Contracting officer, at time of award, insert title, date and/or other identification (e.g., number of contractor's proposal). Incorporate only the applicable technical portions of contractor's proposal.*] which is incorporated herein by reference and made a part of the contract. In the event any discrepancy between the Government's specification and the Contractor's proposal, the Government's specification shall control unless otherwise noted herein.

See Clause H-2 for additional information.

(End of clause)

C-315 WORKWEEK (DEC 1999) (SPAWAR)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at TBD is TBD. [*Contracting Officer to complete at time of award*] Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(End of clause)

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

(End of clause)

C-325 KEY PERSONNEL (DEC 1999) (SPAWAR)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause. All key personnel identified in (d) below shall begin contract performance within 7 calendar days from award of the first task order.

(b) The offeror agrees that prior to the close-out of Preliminary Design Review (PDR) for Phase I in the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the close-out of PDR , all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

[Contract officer insert personnel determined at time of contract award to be key personnel]

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

Section D - Packaging and Marking

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5252.237-9203 MARKING OF REPORTS (NOV 1991) (SPAWAR)

All reports shall prominently show on the cover of the report:

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

Name

Activity

Office/Address

(End of clause)

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D-308 MARKING OF SHIPMENT (DEC 1999) (SPAWAR)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:
RECEIVING OFFICER	Contract #: _____
	Delivery Order #: _____
	Item #: _____
	Receiving Officer Code: _____

The receiving office is located at [*Contracting officer insert address/code of Receiving Office/Officer. NOTE for SSC-SD negotiators: If items being acquired are explosives, the "SHIP TO" shall be: Receiving Officer, Naval Air Station, Bldg. 744, North Island, San Diego, CA 92135*] and is open for deliveries.

[*Contracting officer insert days and times*]

(End of clause)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

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52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

(End of clause)

E-303 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002) (SPAWAR)

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer Representative (COR), his duly authorized representative.

(End of clause)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

F-302 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION (DEC 1999) (SPAWAR)

Destination and delivery schedule are set forth below:

ITEM	DESTINATION	QUANTITY	DELIVERY SCHEDULE
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The delivery schedule for each order shall be stated within such order.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT (DEC 1999) (SPAWAR)

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S)	*PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
0001	18 February 2010 – 30 May 2012
0002	18 February 2010 – 17 February 2015
0003	18 February 2010 – 17 February 2015

0004	18 February 2010 – 17 February 2015
0005	18 February 2010 – 17 February 2015
0006	18 February 2010 – 17 February 2015
0007	18 February 2010 – 17 February 2015
0008	18 February 2010 – 17 February 2015

* The Period of Performance is based on anticipated date of award and is subject to change in accordance with actual award date.

CLIN 0001 The Government anticipates ordering CLIN 0001 (Phase I) one time during the 5 year ordering period.

CLIN 0002 The Government reserves the right to order none, some or all of the Post-Core capabilities (as described in the Performance Work Statement of the basic contract) in one or more task/delivery orders against CLIN 0002. While delivery of Post-Core capabilities may occur in one or more task/delivery orders, the Contractor shall only be required to deliver each capability one time.

CLIN 0003 - CLIN 0008 The Government anticipates ordering against CLIN 0003 – CLIN 0008 multiple times during the 5 year ordering period.

The period of performance for each order shall be stated within such order. Additional time of not more than 24 months beyond the ordering period may be allowed for completion of outstanding orders.

The period for completion of outstanding orders is subject to change based upon the exercise of DFARS Clause 252.227-7026 Deferred Delivery of Technical Data or Computer Software and DFARS Clause 252.227-7027 Deferred Ordering or Technical Data or Computer Software.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

CLIN(S)	PERIOD(S) OF PERFORMANCE
---------	--------------------------

N/A

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the clause at N/A.

(End of clause)

Section G - Contract Administration Data

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G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009) (SPAWAR)

(a) Invoices for services rendered under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor “Quick Reference” Guides are located at the following web site:
http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Cost Voucher/Invoice and Receiving Report (Combo)
Issuing Office DODAAC	N00039
Admin DODAAC	TBD
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	TBD
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	N00039
Acceptor Contact Information	Insert Acceptor name, phone number, and email address
COR Contact Information	If other than above, Insert the COR name, email address and phone number.
LPO Contact Information	Insert Local Processing Official name, phone number, and email address

DCAA Auditor DoDAAC **::	TBD
Service Approver DoDAAC **::	TBD
PAY DODAAC	TBD

* Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

** Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
			COR
			Receiver
			Acceptor

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006) (SPAWAR)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name:
Code:
Address:

Phone Number:
E-mail:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

G-314 TYPE OF CONTRACT (DEC 1999) (SPAWAR)

This is an indefinite-delivery/indefinite quantity (ID/IQ), task/delivery order based Cost Plus Fixed Fee (CPFF)/ Firm Fixed Price (FFP) contract.

(End of clause)

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

(End of clause)

Section H - Special Contract Requirements

H-1

IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE (SPAWAR)

(a) Definitions. The terms used in this special contract requirement and associated CLINs are defined in the following clauses or sources:

- (1) DFARS 252.227-7013;
- (2) DFARS 252.227-7014;
- (3) DFARS 252.227-7015;
- (4) DFARS 252.227-7017

(b) Identification and Assertion of Restrictions. The Contractor shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software are identified in accordance with the following requirements:

(1) Pre-Award Identification and Assertion. The Offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all technical data and computer software that it proposes to be delivered or otherwise provided (including all Option CLINs as if the Option was exercised) with less than Unlimited Rights as follows:

(A) Noncommercial Technologies. Noncommercial technical data and noncommercial computer software shall be identified pursuant to DFARS 252.227-7017 and DFARS 252.227-7028.

(B) Commercial Technologies. The Contractor shall also identify and assert any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017.

(C) An Offeror's failure to submit, complete, or sign the identification and assertions required by paragraphs b.1.A or b.1.B of this clause with its offer may render the offer ineligible for award.

(D) If the Offeror is awarded a contract, the assertions identified in paragraphs b.1.A and b.1.B shall be listed in an Attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(2) Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph, the Contractor (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award listings or notices required by paragraph b.1. of this clause after contract award.

(A) Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.

(B) Commercial Technologies. The Contractor may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

(c) Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph b of this clause, the Offeror/Contractor shall—

(1) Ensure that the technical data and computer software are identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract. For example, by referencing the associated CLINs, CDRLs, or paragraphs in the performance work statement.

(2) Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract -- including all Option CLINs or other optional or contingent delivery requirements (i.e., presuming that the Government will exercise the option to require delivery), online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The Offeror/Contractor shall provide copies of all proposed specially negotiated license(s), commercial license(s), and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; SBIR data rights for which the protection period has not expired; or Government’s minimum rights as specified in the clause at 252.227-7015.

(e) Contractor Use, But Not Delivery, of, Open Source Software (OSS). OSS – computer software for which the source code is available without charge for use, modification and distribution -- is often licensed under terms that require the user to make the user's modifications to the open source software or any software that the user 'combines' with the open source software freely available in source code form.

(1) In cases where the Contractor proposes to use open source software while performing under a contract, but not to deliver OSS, the Contractor shall not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables. For example, the Contractor may not develop a computer software deliverable using a open source program (including without limitation libraries) and non-commercial computer software program where such use results in a program file(s) that contains code from both the non-commercial computer software and open source software if the open source software is licensed under a license that requires any "modifications" be made freely available.

(2) Additionally, the Contractor may not combine the non-commercial computer software deliverable with open source software licensed under the GNU General Public License (GPL) or the Lesser General Public License (LGPL) in any manner where such use would cause, or could be interpreted or asserted to cause, the non-commercial computer software deliverable or any modifications thereto to become subject to the terms of the GPL of LGPL.

(f) A sample form for use in identifying commercial computer software/technical data is provided below:
 Identification of Commercial Computer Software and Technical Data

Commercial Computer Software/ Technical Data*	If Open Source Software (OSS), OSS License Name and Version #**	If OSS, was OSS modified by the Offeror?***	If modified, was OSS modified by incorporation into a third party’s software?****	Name of Person Asserting Restrictions*****

* If technical data, both the items and the technical data pertaining to the items must be listed. If computer software, the version # must be listed.

** If computers software is OSS, the OSS and version number should be listed. If a version number is not available, the Offeror should state no version number.

*** The Contractor should state whether it has modified the Open Source Software.

**** The Contractor should describe the functionality of the Open Source Software, and where it is being used within the larger computer software deliverable (if applicable).

***** Corporation, individual, or other person as appropriate.

(end of clause)

ORDER OF PRECEDENCE (SPAWAR)

In the event of an inconsistency between the terms and conditions of this contract, resultant task orders, and contractor technical proposals, the inconsistency shall be resolved by giving precedence in the following order:

- a. The contract;
- b. The task orders, excluding the contractor technical proposals, and;
- c. The contractor technical proposals.

(end of clause)

H-3

TECHNICAL DATA AND INFORMATION (SPAWAR)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, all relevant terms and conditions of the contract, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, which are in Block 6 of the DD Form 1423.

- (1) PMW 240, APM T&E, Roger White
- (2) COR:
- (3) PMW 240 TD: Ken Johnson
- (4) SPAWAR PCO (PMW 240): Darrell Dodds

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

PMW 240, APM T&E
Attn: Roger White
PEO-EIS Sea Warrior Systems

6490 Saufley Field Road
Pensacola, FL 32509
Phone: (850) 452-1001, option #3, X1482
E-mail: roger.white@navy.mil

COR
TBD

PMW 240, TD
Attn: Ken Johnson
Building: 3330N
Floor: 1, Room: 140A
Crane, IN 47522
kenneth.r.johnson1@navy.mil

SPAWAR PCO (PMW 240)
PEO-EIS
Attn: Darrell Dodds
2451 Crystal Drive, Suite 1139
Arlington, VA 22202
Phone: (703) 602-9778
E-mail: darrell.dodds@navy.mil

(end of clause)

H-4

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES/DOLLAR VALUES (MAR 1999) (SPAWAR)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum dollar value is \$100,000; the maximum dollar value is not to exceed the contract ceiling (*to be completed at contract award*).

(End of Clause)

H-5

PROCEDURES FOR ISSUING ORDERS (SPAWAR)

(a) *Ordering*. This is an indefinite-delivery/indefinite quantity (ID/IO), task/delivery order based Cost Plus Fixed Fee (CPFF)/ Firm Fixed Price (FFP) contract for ETMDS. Ordering for any other customer is prohibited without authority of the Contracting Officer or his/her representative. Supplies or services to be furnished under this contract shall be furnished by the issuance of delivery or task orders on DD Form 1155. Orders shall be placed by the Ordering Officer Katherine Holcomb or his/her representative. Delivery or task orders shall contain the information in paragraph (b) below:

(b) *Ordering Procedures*. One or more task/delivery orders (TO/DOs) may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Ordering Officer within the scope of this agreement.

(1) TO/DOs issued shall include, but not be limited to, the following information:

- (i) Date of Order
- (ii) Contract, order number and requisition number
- (iii) Appropriation and accounting data
- (iv) Description of the tasks to be performed
- (v) Description of end item(s) or service to be delivered
- (vi) DD Form 254 (Contract Security Classification Specification), if applicable
- (vii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (viii) Exact place of performance
- (ix) the place and manner of inspection and acceptance
- (x) Period of performance
- (xi) The fixed price, estimated cost plus fixed fee or ceiling price for the order (as applicable)
- (xii) List of Government-furnished property and the estimated value thereof, if applicable
- (xiii) Delivery date
- (xiv) Applicable contract line item number (CLIN)

(2)(i) Pursuant to the clause at 52.216-18, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(ii) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days. Oral orders placed under this contract shall not exceed N/A.

(3) *Negotiated Agreement*. The information contained in each order shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order, unless evoking the procedures under paragraph (b)(2)(ii).

(i) The Ordering Officer shall furnish the contractor with a written preliminary task or delivery order and request for proposal. The request shall include at a minimum:

- (A) a description of the specified work required,
- (B) the desired delivery schedule, and
- (C) the place and manner of inspection and acceptance.

(ii) The contractor shall, within the time specified by the preliminary task or delivery order, provide the Ordering Officer with a technical and cost proposal to perform, which shall include:

- (A) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (B) overtime hours by labor category,
- (C) proposed completion or delivery dates,
- (D) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (E) dollar amount and type of any proposed subcontracts,
- (F) total estimated cost/price;
- (G) technical information, i.e., technical approach; and
- (H) identification of proposed Key Personnel (as applicable).

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(iii) Upon receipt of the technical and cost proposals, the Ordering Officer shall review the estimates and technical information therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposals, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(c) *Modification of Delivery/Task Orders.* Delivery/Task orders may be modified by the Ordering Officer. Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable. Delivery or task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order. The Contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(d) *Ceiling Price.* The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost or paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task/delivery orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task/delivery order will include fee in the same manner as established in the basic order.

(e) *Unilateral Orders.* Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(f) *Ordering of Post-Core Capabilities.* The Government reserves the right to order none, some or all of the Post-Core capabilities described in the Performance Work Statement of the basic contract in one or more task/delivery orders.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991) (SPAWAR)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

(End of clause)

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2003) (SPAWAR)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is hereby approved and attached hereto as Attachment [*Contracting officer insert appropriate attachment number from Section "J"*] and is made a part of this contract.

(End of clause)

5252.239-9611 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS (OCT 1991) (SPAWAR)

Any written commitment by the Contractor within the scope of this contract shall be binding upon the contractor. For the purpose of this contract, a written commitment includes the proposal submitted by the Contractor, written amendments, warranties and representations made by the Contractor in a proposal, literature, drawings, specifications as to hardware or software performance; total systems performance; physical, design or functional characteristics of components, software packages or systems; training; services; and installation date.

(End of clause)

5252.242-9202 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992) (SPAWAR)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer’s Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

(End of clause)

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (GFP) (MAR 2002) (SPAWAR)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
ETMDS Phase I (Core)	1 LOT	After Phase I Go Live	*DECC-N

The ETMDS Phase I (After Phase I Go Live) will be provided to the Contractor as GFP at no cost for the activation of Post-Phase I capabilities if ordered.

*DECC-N = Defense Enterprise Computing Center - NAVY

Additional GFP will be identified at contract award and will be stated within each delivery/task order.

(End of clause)

**H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)
(SPAWAR)**

(a) The Department of Defense is--

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
- (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

(End of clause)

H-322 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999) (SPAWAR)

The following types of task or delivery orders, or any combination thereof, may be issued under this contract:

(*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report or research accomplishing the goal or target).

(*) A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

(End of clause)

H-323 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR)

(a) A contractor picture badge may be issued to contractor personnel by SPAWAR upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at *[Government installation for each order shall be stated within such order]* prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWAR upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

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

(d) At the completion of the contract, the contractor shall forward to SPAWAR a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999) (SPAWAR)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

H-343 CONTRACT DATA REQUIREMENTS (DELIVERY ORDERS) (DEC 1999) (SPAWAR)

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

(End of clause)

H-344 DELIVERY ORDER LIMITATIONS OF COST/FUNDS (DEC 1999) (SPAWAR)

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

(End of clause)

H-350 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (SPAWAR)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent

Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Clause)

H-355 CONTRACTOR IDENTIFICATION (MAY 2004) (SPAWAR)

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

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003)
(SPAWAR)

(a) *Definition.*

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

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

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

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

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

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

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

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

(e) SPAWAR’s responsibilities under the Freedom of Information Act are not affected by this clause.

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

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

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5 Alt II	Pollution Prevention and Right-to-Know Information (Aug 2002) Alt II	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **5 years from Date of Award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 17 February 2017.

The delivery period is subject to change based upon the exercise of DFARS Clause 252.227-7026 Deferred Delivery of Technical Data or Computer Software and DFARS Clause 252.227-7027 Deferred Ordering of Technical Data or Computer Software.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](#). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

(a) Definitions. As used in this clause--

Affected CAS-covered contract or subcontract means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

(1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or

(2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

Cognizant Federal agency official (CFAO) means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

Desirable change means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

Fixed-price contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;

(2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);

(3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and

(4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

Flexibly-priced contracts and subcontracts means--

(1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2)16.204, 16.205, and 16.206;

(2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);

(3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);

(4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and

(5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

Noncompliance means a failure in estimating, accumulating, or reporting costs to--

(1) Comply with applicable CAS; or

(2) Consistently follow disclosed or established cost accounting practices.

Required change means--

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

Unilateral change means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the

clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clause at FAR 52.230-3, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clause at FAR 52.230-3)--

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO--

(1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;

(2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;

(3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and

(4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--

(1) Calculate the cost impact in accordance with paragraph (f) of this clause;

(2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--

(1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;

(2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--

(i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

(ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;

(3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and

(4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).

(2) For unilateral changes--

(i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:

(A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

(B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;

(iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes--

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

- (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
 - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
 - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--
 - (i) Include only those affected CAS-covered contracts and subcontracts having--
 - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
 - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
 - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
 - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
 - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
 - (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
 - (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established).
 - (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
 - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.
 - (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
 - (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
 - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
 - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

(4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to--

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR 52.230-3; and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall--

(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and

(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.

(n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

[To be filled in by Contracting Officer]

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment

Exhibits

Exhibit A001 through A0020: Contract Data Requirements List (CDRL), DD Form 1423

Exhibit B001 through B004: Contract Data Requirements List (CDRL), DD Form 1423

Exhibit F001 through F005: Contract Data Requirements List (CDRL), DD Form 1423

Exhibits – Contract Data Requirements List (CDRL), DD Form 1423

A001 System/Subsystem Specification (SSS)
 A002 Human Systems Integration (HSI) Human Engineering Program Plan
 A003 DoDAF Architecture Framework Documentation (OV-2, OV-3, OV-5, OV-6c, OV-7, SV-1, SV-5, and SV-11)
 A004 Software Development Plan (SDP)
 A005 Configuration Management Plan (CMP)
 A006 Software Requirements Specification (SRS)
 A007 Interface Requirement Specification (IRS)
 A008 Software Design Document (SDD)
 A009 System/Subsystem Design Document (SSDD)
 A0010 Interface Design Document (IDD)
 A0011 Test Plans and Test Scripts
 A0012 Test Reports
 A0013 Software Transition Plan (STrP)
 A0014 Computer Software Product End Items
 A0015 Commercial Off-The-Shelf (COTS) Manuals And Supplemental Data
 A0016 Software User Manual (SUM)
 A0017 Software Version Description
 A0018 Responses to Engineering Change Proposal (ECP) and Software Trouble Reports
 A0019 Quality Assurance Plan
 A0020 In Process Review (IPR)
 B001 Project Schedule
 B002 Meeting Minutes
 B003 Contractor's Progress, Status And Management Report
 B004 Project Management Plan
 F001 TRAINING SITUATION DOCUMENT
 F002 TRAINING CONDUCT
 F003 TRAINING CONDUCT
 F004 INSTRUCTIONAL MEDIA PACKAGE
 F005 INSTRUCTIONAL PERFORMANCE REQUIREMENTS DOCUMENT

Attachments

Attachment 1: Performance Work Statement (PWS)
 Attachment 2: Notional Schedule ETMDS Phase I
 Attachment 3: Resume Format
 Attachment 4: Desired Key Personnel Qualifications
 Attachment 5: Past Performance Questionnaire
 Attachment 6: Relevant Experience Form
 Attachment 7: PMW 240 TEP Guidebook
 Attachment 8: PMW 240 Risk Management Plan
 Attachment 9: PMW 240 Configuration Management Plan
 Attachment 10: PMW 240 Schedule Management Plan (SMP)
 Attachment 11: Architectural Overview

Attachment 12: Interface Control Document
Attachment 13: GFP Template

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	JUN 2008
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$25 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

X -----(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL (DEC 1999) (SPAWAR)

The Contractor represents that he does, does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative

representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity which employs them.)

(End of provision)

K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999) (SPAWAR)

Offeror shall provide cognizant defense contract administration office _____ with point of contact's name _____ and phone number _____.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**SECTION L – Instructions, Conditions and Notices to Bidders****1. PROPOSAL REQUIREMENTS****1.1 Definitions.** As used in this provision

-- **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 a Contracting Officer as the 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.

1.2 Submission, modification, revision, and withdrawal of proposals.

1.2.1 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 **12 p.m.**, local time, for the designated Government office on the date that proposal or revision is due.

1.2.2 Any proposal, modification, or revision received at 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:

1.2.3 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

1.2.4 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

1.2.5 It is the only proposal received.

1.2.6 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.

1.2.7 Acceptable evidence to establish the time of receipt is explained in Section 2.1 of Solicitation Section L, SSP Attachment 1.

1.2.8 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.

1.2.9 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.

1.2.10 Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

1.2.11 Offer expiration date. Proposals in response to this Solicitation will be valid for the number of days specified in the Solicitation (unless a different period is proposed by the Offeror).

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

1.2.13 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.

1.3 Contract award

1.3.1 The Government intends to award a Cost Plus Fixed Fee (CPFF)/ Firm Fixed Price (FFP) five (5) year Indefinite Delivery Indefinite Quantity (IDIQ) type contract that results from this Solicitation to the responsible Offeror(s) whose proposal is the most advantageous to the Government under the selection criteria set forth in Solicitation Section M.

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

1.3.3 The Government may waive informalities and minor irregularities in proposals received.

1.3.4 The Government intends to evaluate proposals and award a contract 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, the Government may contact any or all or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 15.

1.3.5 Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

1.3.6 The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when,

despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

1.4 Minimum Offer Acceptance Period

1.4.1 "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this Solicitation for receipt of offer.

1.4.2 This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this Solicitation.

1.4.3 The Government requires a minimum acceptance period of **180 Days** calendar days.

1.4.4 In the space provided immediately below, offeror may specify a longer acceptance period than the Government's minimum requirement.

1.4.5 The offeror allows the following acceptance period: _____ calendar days.

1.4.6 A proposal allowing less than the Government's minimum acceptance period will not be considered.

1.5 Content

1.5.1 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, Evaluation of Foreign Currency Offers, is included in the Solicitation.

1.5.2 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 person authorized to sign the proposal.

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

1.5.3.1 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

1.5.3.2 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.”

2. 0 ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

2.0.1 GENERAL INSTRUCTIONS

The Government will evaluate each Offeror's understanding of the Government's requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily respond to the Solicitation requirements.

2.1 Submission requirements. Proposals shall be submitted **no later than 13 October 2009 12:00 pm hours Eastern Time (ET)**, electronically and in hard copy. The electronic submission will be used to determine whether a proposal is timely. The required number of hard copies is indicated with each evaluation factor in Section L of the Solicitation.

Offerors shall comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

2.1.1 Hard copy proposals shall be submitted to:

Roger White
PEO-EIS Sea Warrior Systems APM T&E
6490 Saufley Field Road
Pensacola, FL 32509
(850) 452-1001, option #3, X1482 (Phone)

2.1.2 Electronic proposals shall be submitted as follows.

Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own

password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.sscno.nmci.navy.mil>.

Each electronic file shall also be clearly marked to show the proposal volume number, Solicitation number and offeror's name. E-Proposal files shall not contain classified data. The format requirements for e-proposals are set forth in 2.3 below. The proposal submission files may be compressed (zipped) into one, ZIP file entitled "PROPOSAL.ZIP" using WinZip version 6.3 or greater. All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (2.1.2) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the Solicitation.

2.2 Proposal format: In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors submit their proposals in accordance with the format and content specified herein:

(1) Hard copy proposal pages are to be single-sided, with no smaller than 12-font size, Times New Roman font on standard 8-1/2 x 11 inch paper in a standard three (3)-hole binder. One-inch minimum margins on each side, including top and bottom are required. Text within tables, diagrams, pictorial charts, or graphic material may use 8-point font. 11 x 17 inch foldout pages are allowed and will be counted as two (2) pages. Every paragraph, figure, and table shall be numbered. The page count shall include all material with printed matter and figures except cover pages, title pages, Table of Contents (TOC), lists of illustrations, tab pages, appendices, index and lists of tables. Pages excluded from the page count must contain only material pertinent to the page heading or be blank and marked "Intentionally Left Blank." Index pages and Tabs are required and shall be cross-referenced to the TOC. Every page, except those marked as blank, will be numbered. If the proposal exceeds the indicated page limit, the Government will remove pages from the back of the proposal prior to the evaluation. These pages will not be evaluated. These pages will not be removed from the index or appendices provided at the back of the proposal.

(2) Electronic proposal submissions and supporting information shall be submitted consistent with clause L-349. All view graphs shall be in or compatible with Microsoft Office PowerPoint 2003. All spreadsheets shall be capable of being manipulated in Microsoft Excel 2003 format and shall be submitted with all formulae intact. All text shall be in or compatible with Microsoft Word 2003. All schedules shall be in or compatible with Microsoft Project 2003. Offerors shall submit all signature pages as either scanned ("TIFF") or "PDF" documents. Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" signature pages. Variations in electronic submission requirements may be requested within 10 calendar days after release of the RFP.

(3) Offerors shall electronically submit a complete proposal, including all volumes and attachments, in "PDF" format in a single file. This file shall serve as the official proposal. In the

event of any discrepancies between this version and those provided under subparagraphs (1) and (2) above, this version shall be considered the authoritative source.

Each Offeror shall submit an offer/proposal and other written information in strict accordance with these instructions. Failure to comply with the submission instructions outlined in subparagraphs (1), (2) and (3) above may result in the proposal being deemed unacceptable.

When evaluating an Offeror, the Government will consider how well the Offeror complied with both the letter and the spirit of these instructions. The Government will consider any failure on the part of an Offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance.

2.3 Volumes I through III constitute the Offeror's submission, and must be submitted in strict accordance with these instructions. Offerors are required to submit three (3) separate volumes (I, II, and III) containing the information detailed below:

2.3.1

Volume I – Offer (2 Hardcopies, 1 Electronic Copy)

- SF 33 with blocks 12 through 18 completed by the Offeror
- Section B with CLIN prices or costs and fees inserted by the Offeror
- Section K completed by the Offeror
- Consent and agreement to the Performance Work Statement and all clauses applicable to each section and the ones with fill-ins completed by the Offeror and any other information requested provided
- Acceptance, via signature, of all amendments
- Equal Employment Opportunity information
- Small Business Subcontracting Plan, including Master Plan (if applicable)
- Points of Contact including name, address, phone number, and email address for DCMC and DCAA for informational and administration purposes.
- Copies of the most recent DCAA approval of the following for the Offeror and any proposed subcontractors:
 - An approved Accounting System
 - An approved Purchasing System
 - A determination of Adequacy on the Offeror's Disclosure Statement (if required) pursuant to FAR 30.202
 - Audits of direct and indirect rates, including Forward Pricing Rate Agreements

2.3.2

Volume II – Technical (10 Hardcopies, 1 Electronic Copy)

The Offeror shall address each of the following and shall explain how they propose to meet the requirements as prescribed in the Performance Work Statement.

SECTION 1.0 – TECHNICAL APPROACH/CAPABILITY (Factor 1)

Section 1.1 – Product Capability (Subfactor 1.A)

Section 1.2 – Implementation Approach (Subfactor 1.B)

Section 1.3 – Data Rights (Subfactor 1.C)

SECTION 2.0 – MANAGEMENT APPROACH (Factor 2)

Section 2.1 – Management Plan (Subfactor 2.A)
 Section 2.2 – Schedule (Subfactor 2.B)

SECTION 3.0 –RELEVANT EXPERIENCE (Factor 3)
 Section 3.1 - Relevant Experience Narrative

SECTION 4.0 – PAST PERFORMANCE (Factor 4)
 Section 4.1 - Past Performance

2.3.3

Volume III – Cost/Price (3 Hardcopies, 1 Electronic Copy)

Cover Letter, Title Page, Table of Contents

SECTION 1.0 – SUMMARY COST DATA
 Section 1.1 – Cost Summary

SECTION 2.0 – SUPPORTING COST DATA
 Section 2.1 – Direct Costs
 Section 2.2 – Indirect Costs
 Section 2.3 – Intra- and Interdivisional Transfers
 Section 2.4 – Subcontractor Costs
 Section 2.5 – Government Production and Research Property
 Section 2.6 – Rights in Technical Data

2.3.4 No Cost/Price information shall be included in Volume II or in the offeror’s cover letter. Cost/Price information shall only be included in Volume III.

2.4 Volume I Offer (No Page Limit)

These items constitute the Offeror’s assent to the terms of the RFP and the Offeror’s proposed prices. By submitting these items, a promise is made by the Offeror to accede to the terms and conditions of the RFP and complete the specified work in accordance with those terms and conditions.

The Offeror is to submit a Subcontracting Plan, which complies with the provision of FAR 52.219-9, FAR 52.219-9 Alt II, and DFARS 252.219-7003 in conjunction with its Proposal. The Offeror’s attention is directed to the Solicitation clause is Section H entitled 5252.219-9201 “Small Business Subcontracting Plan”. This clause requires that the Subcontracting Plan and be made a part of any contract resulting from this Solicitation.

Equal Employment Opportunity - In order for the contracting officer to comply with EEO pre-award clearance procedures (FAR 22.805), the Offeror shall include in their proposal a list containing the following information:

Name, address, telephone number, estimated dollar value and the applicable regional office of the Office of Federal Contract Compliance Programs of the prospective contractor and of any corporate affiliate at which work is to be performed.

Name, address, telephone number, estimated dollar value and the applicable regional office of the Office of Federal Contract Compliance Programs of each proposed first-tier subcontractor with a proposed subcontract estimated at \$10M or more.

2.5 Volume II Technical

2.5.1

SECTION 1.0 – TECHNICAL APPROACH/CAPABILITY.

Each offeror shall describe its technical approach/capability relative to accomplishing this contract. The technical approach/capability description shall address the following.

Note: The terms Phase I, Phase I Go-Live, Core capabilities and Post-Core capabilities are defined in Section 2 of the PWS (RFP Attachment 1).

Section 1.1 - Product Capability (Maximum of 25 pages; annotated FADD Matrix shall not count against the page limit)

The Offeror shall provide an annotated FADD Matrix that lists each of the requirements in the FADD Matrix (PWS Technical Exhibit 2, which is included in RFP Attachment 1, PWS). For each requirement, the Offeror shall identify if the proposed solution has the inherent capability of supporting that requirement. All capabilities in the FADD Matrix identified as “Core” capabilities shall be delivered as part of Phase I, as defined in Part 2 of the PWS (RFP Attachment 1). The Phase I Go-Live shall be delivered no later than 30 May 2012 as identified in the Government’s notional schedule (Notional Schedule ETMDS Phase I, RFP Attachment 2). Offerors shall propose a Phase I solution that provides the inherent capability to provide “Post-Core” capabilities without requiring major modifications. Post-Core capabilities may be delivered in one or more phases as identified in additional delivery orders.

The Offeror shall discuss the proposed technical solution, including its strengths. The Offeror shall discuss how well the proposed system meets the requirements stated in the Performance Work Statement (PWS). The discussion shall include: the system (operating system and support equipment) layout and design, requirements allocations, system interfaces, and proposed system modularity. The design shall demonstrate how the system design/integration supports the Government’s requirements. The Offeror shall identify suitability for hosting within the Enterprise Data Center as identified in sections 1.2 and 5.9 of the PWS (RFP Attachment 1) including how that data center and associated infrastructure will support achieving the Government’s requirements. The Offeror shall provide a complete description of the system software including timing, techniques, partitioning, code, architecture, complexity and expandability. This includes requirements verification, maintainability, performance and reliability. In describing maintainability, the Offeror shall explain the ease with which a third-party, journeyman level individual with no prior knowledge of or experience with the Offeror’s proposed solution, could maintain the proposed solution without any direct support from the Offeror. The Offeror shall describe its software integration process for the proposed software efforts, to include software testing and software testing methodology.

The Offeror shall describe how their system is modular and upgradeable. The Offeror shall clearly define any Application Program Interfaces, interface mechanisms, algorithms and data structures that will affect a third party’s ability to extend/augment the functionality of ETMDS. Offerors shall assume the third-party is an individual having a journeyman level of expertise in

the augmentation and extension of complex, enterprise class eLearning delivery systems, and does not otherwise have any prior knowledge of, or experience with, the Offeror's proposed solution. The Offeror shall describe the ease with which their proposed solution could accept upgrades, or implement other unanticipated changes that may be necessary.

The Offeror shall describe in detail the limiting factors associated with the operation of the proposed solution. This description shall include power requirements and allocations, support equipment, and assumptions regarding government provided infrastructure and software architecture. The Offeror shall describe how its proposed solution will provide the required Information Assurance (IA) protection and anti-tamper protection.

For the purposes of proposal preparation, Offerors shall plan on the availability of Production (PROD) and Government Acceptance Testing (GAT) environments similar to those currently supporting Navy eLearning. RFP Attachment 11, Architectural Overview is provided in order to represent the amount of processing capacity currently allocated to PROD and GAT. The Government fully expects that these environments will change in a manner consistent with the technology refresh cycles that normally occur in a data center environment. Furthermore, the Government expects that the greater efficiency expected of a modern ETMDS solution (compared to the existing eLearning solution) will allow similar services to be delivered while consuming less processing capacity and hardware.

The Offeror shall provide a matrix identifying the recommended hardware configuration associated with establishing instantiations of ETMDS of varying scale. The scales to be addressed within this matrix are as follows:

- a. 2,000 registered users / 500 peak concurrent users
- b. 600,000 registered users / 4,000 peak concurrent users
- c. 1,300,000 registered users / 8,000 peak concurrent users
- d. 2,000,000 registered users / 12,000 peak concurrent users

For each configuration, the Offeror shall cite the recommended numbers of servers, broken down by server type (e.g. database server, application server, web server, etc.). For each server type, the Offeror shall classify the server using parameters similar to those employed in RFP Attachment 11, Architectural Overview. The Offeror shall also cite expected data storage requirements including base level storage requirements (content and users loaded with no usage having occurred) as well as the incremental growth in storage requirements as the system is used. Offerors shall also describe the consequences of exceeding maximum registered users or peak concurrent users (i.e. total system stoppage, gradual degradation, etc.). Offerors shall also cite any known absolute limitations associated with ETMDS usage or growth points at which it would be necessary to introduce significant configuration changes to an ETMDS instantiation. Offerors shall also include any existing algorithms, formula or methodology that would support making additional scaling and load bearing projections relative to ETMDS usage.

Offerors shall fully describe those recognized standards and reference models supported by their proposed solution. As a minimum, each Offeror shall address the following:

- Aviation Industry Computer Based Training Committee (AICC)
- Sharable Content Object Reference Model (SCORM) 1.2
- Sharable Content Object Reference Model (SCORM) 2004
- Question / Test Interoperability (QTI)

For each standard or reference model, Offerors shall fully define the variant(s) of the standard supported (e.g. SCORM 2004, 4th edition), the date at which support was formally added, any information relative to formal certification that the standard /reference model has been properly implemented (e.g. SCORM certification by ADL CoLab) and date at which that certification was achieved.

Offerors shall also describe the implementation methodology associated with each supported standard or reference model. This description shall identify whether the standard / reference model was implemented by the expansion of an existing software module or the addition of a new, purpose specific module. In the cases of a new module, that module shall be classified as having been designed by the Offeror or by a third party, and in cases of a third party, that third party, as well as the product employed, shall be specifically identified. Offerors shall also describe any published interfaces provided by their proposed solution that would allow the government to add the required support with a module, service or external application provided by the government.

Section 1.2 – Implementation Approach (Maximum of 15 pages)

The Offeror shall describe their proposed approach for initial implementation of the ETMDS capability. This description shall acknowledge the existing eLearning delivery capability and define an ETMDS transition plan/methodology that minimizes the period during which eLearning delivery capability will be disrupted. Included within this transition plan shall be a description of how the interfaces associated with the existing eLearning system will be maintained both during the transition and afterward. The transition plan shall define the approach that will be used to migrate legacy eLearning data into ETMDS as well as the testing process that will be used to verify the integrity of that data once it has been migrated into ETMDS. The migration approach shall strike an appropriate balance between any risks associated with full and complete migration occurring within 72 hours, or less, (i.e. a “knife edge” cutover) and the potentially greater cost, complexity and logistics burdens associated with a more extended migration period. The Offeror shall explain why the particular balance proposed offers the best value to the Government.

Since only ETMDS Core capabilities will be activated at Phase I, the Offeror shall also describe in detail the approach by which Post-Core ETMDS capabilities can be enabled with only minimal disruption to ongoing ETMDS usage.

Section 1.3 – Data Rights (Maximum of 6 pages; the tables submitted for purposes of DFARS 252.227-7017, DFARS 252.227-7028 and Section H clause H-1 will not count against the page limit)

For all ETMDS designs and deliverables under this contract, it is the Government's desire that all noncommercial technical data (TD) and computer software/computer software documentation (CS/CSD) be delivered with Unlimited Rights, or, if such noncommercial TD/CS/CSD contains elements generated previously with Offeror's own capital, with a minimum of Government Purpose Rights (as defined in DFARS 252.227-7013 and -7014). If the Offeror proposes to deliver commercial TD/CS/CSD, it is the Government's desire to obtain a license to the commercial TD/CS/CSD that would grant the Government the equivalent of Government Purpose Rights (GPR). In the event an Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such rights as desired by the Government, the Government will evaluate the impact on the Government's ability to use, modify, release, or disclose such TD, CS,

or CSD. Further, the Government will consider the adverse cost impact of less than Unlimited Rights/Government Purpose Rights in the price evaluation as called for in other portions of the Solicitation. An Offeror will not, however, be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data and/or software to be delivered under this contract for which it is entitled to assert those restrictions pursuant to the DFARS 252.227-7013 and 252.227-7014; nor is the Government's goal of acquiring GPR as a condition of award, rather it is a factor in the source selection decision.

Accordingly, the Offeror shall provide the following to comprise the Data Rights section of the proposal:

- (1) The Offeror shall complete and submit the table as directed in the Section K provision(s) entitled "Identification, and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) and, if applicable "Technical Data Previously Delivered to the Government" (DFARS 252.227-7028). The Offeror shall also complete and submit the table and information directed in the Section H provision, entitled H-1 "Identification and Assertion of Restrictions on Commercial Technical Data and Computer Software".
- (2) The Offeror shall provide the following Supplemental Information to the "Identification, and Assertion of Use, Release, or Disclosure Restrictions" and "Technical Data Previously Delivered to the Government" tables:
 - (a) For each item of noncommercial TD, CS, and/or CSD on the Offeror's 252.227-7017/7028 list(s) that the Offeror asserts should be delivered with less than GPR, the Offeror shall provide a narrative that clearly describes its approach to utilizing proprietary products and its rationale for the use of proprietary products. The Offeror shall justify any use of proprietary, vendor-unique, or closed components and interfaces. If applicable, the Offeror shall define its process for identifying and justifying proprietary, vendor-unique or closed interfaces, code modules, hardware, firmware, or software to be used. When interfaces, hardware, firmware, or modules that are proprietary or vendor unique are required, the Offeror shall propose how those proprietary elements do not preclude or hinder Government's desire to, in the absence of any direct support from the Offeror:
 - i. Enable third-party Government or contractor teams to integrate additional hosted applications and functionality to the Offeror's proposed solution;
 - ii. Enable third-party Government or contractor teams to successfully complete installations; and
 - iii. Enable third-party Government or contractor teams to perform in-service engineering activity (ISEA), application host facility functions, and day-to-day host application support
- (3) If a commercial or open source solution is proposed, the Offeror shall include as part of the proposal any and all Commercial or Open Source License Agreements applicable

to CDRLs or other deliverables under this contract, including those applicable to the Offeror's subcontractors. The Government reserves the right to negotiate terms of use and conditions of the commercial licenses that are inconsistent with normal Government practices as stated in the Section I Clause "Technical Data – Commercial Items" (DFARS 252.227-7015). The resulting license agreements will be an Attachment to the executed contract.

2.5.2

SECTION 2 – MANAGEMENT APPROACH.

Each offeror shall describe its management approach relative to accomplishing this contract. The management approach description shall address the following.

Section 2.1 – Management Plan (Maximum of 15 pages; key personnel resumes will not counted against the page limit; each key personnel resume shall not exceed 2 pages)

The Offeror shall describe the proposed approach for managing contract work, including subcontractor management, risk management and staffing plan.

Note: While it is recognized that the Offeror's proposal submission may not be able to detail specifics that will only be determined post-award, the proposed management plan must demonstrate that the concept of operations proposed effectively integrates all functional area requirements into an overall team effort in order to optimize program efficiencies.

Subcontractor Management. If teaming or subcontracting is contemplated, the Offeror shall provide a list of the proposed subcontractor(s) or team members with key points of contact for each. The Offeror shall discuss how it will manage its subcontractor(s) to ensure technical performance, and how it will manage subcontractor cost and schedule. The Offeror shall clearly articulate the portion(s) of the PWS that will be subcontracted and which subcontractor(s) will perform those task(s). The Offeror shall provide its plan for Problem Notification/Resolution as it relates to the Offeror's team. The plan for subcontractor management shall also include lines of authority, responsibility and communication flows.

Risk and Issue Management. The Offeror shall identify and rank all program risks. After describing its ranking criteria, the Offeror shall describe how it will manage and mitigate these risks, as well as how it will identify and manage future risks. The Offeror shall provide a plan to effectively manage quality, cost and schedule.

Staffing Plan. The Staffing Plan narrative shall include a list of key personnel to include at a minimum a Program Manager, System Engineer, and System Architect. For each key personnel, the Offeror shall submit a resume using the template in Resume Format, RFP Attachment 3. Key Personnel consistent with the labor category descriptions in Desired Key Personnel Qualifications (RFP Attachment 4) should be proposed. In the Staffing Plan narrative, the Offeror shall include a short discussion addressing the relevance of proposed key personnel to the PWS task(s). As part of the Staffing Plan narrative, the Offeror shall provide its proposed plan for retaining key personnel throughout performance of the contract work and for recruiting, if necessary, key personnel. The Offeror shall describe its approach to ensuring their ability to hire and retain personnel capable of meeting the requirements as described in the PWS.

Section 2.2 – Schedule_(No page limit)

Project Management Plan. The Offeror shall complete and submit a Draft Project Management Plan (PMP) (DI-MGMT-80004). The Offeror shall propose at least a Level 3 Contractor Work Breakdown Structure (CWBS) for all program activity in the Draft PMP. The Government developed a notional schedule provided in RFP Attachment 2, Notional Schedule ETMDS Phase I. The notional schedule is provided as guidance only; however, any deviations from the notional schedule shall be noted and justified. The PMP shall be consistent with the systems engineering principles outlined in the PMW 240 Systems Engineering Technical Review Guidebook in RFP Attachment 7.

SECTION 3.0 –RELEVANT EXPERIENCE

***Relevant Experience Narrative* (Maximum of 10 Pages; attached CPARS evaluations as required by the Relevant Experience Form RFP Attachment 6 will not count against the page limit)**

The Offeror shall describe relevant experience in each of the PWS task areas using the Relevant Experience Form (RFP Attachment 6). It shall not parrot the PWS task descriptions, as that is ineffective in supporting the Offeror's claim of having gained relevant experience in the given task area. The Offeror shall address its relevant work processes and procedures associated with performing the work, as well as the difficulties and uncertainties encountered. The Offeror shall also provide information on problems encountered on previous contracts and the corrective actions taken. The narrative shall also contain the benefits gained by the Government from each contract or subcontract performed. To be relevant, the contracts cited should involve development and integration of an eLearning system of essentially the same magnitude of effort and complexities that will be required for ETMDS.

In completing Block 12 of the Relevant Experience Form RFP Attachment 6, Offerors shall address whether the eLearning system for that contract had the following attributes. The responses for Block 12 should not be limited to addressing these attributes, but merely be a part of the overall response. The attributes are whether the eLearning system was:

- i) Capable of sustaining at least 1,300,000 registered users;
- ii) Capable of supporting concurrent usage ranging between 5,000 and 8,000 users; and/or
- iii) Capable of supporting content conformant with SCORM 1.2, SCORM 2004 4th edition and Aviation Industry Computer Based Training Committee (AICC) standards.

The Offeror shall address, if applicable, to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to the scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort. The Government will give greater weight to prime contractor experience than subcontract experience.

Offerors shall describe the three (3) most heavily used instantiations of their proposed solution that have been in place, in an operational environment, for at least one year. The degree of usage of an instantiation shall be based on the cumulative amount of learner time spent using the proposed solution (or one based on the same product mix) over one year. For the purposes of this sub-factor, a unique instantiation shall be considered as being comprised of all of the hardware,

software an underlying infrastructure that present a single unified presence to a representative end user. It will not be acceptable to sum the usage of logically and/or physically discrete instantiations, even if those instantiations were established under a common contract vehicle and/or management structure. For each instantiation described, the Offeror shall cite:

- Date of establishment
- Current number of registered users
- Course completions per year
- Cumulative amount of learner engagement time with system over the past year
- Peak number of concurrent users sustained within the last year
- High level description of underlying infrastructure used to support this instantiation

In the event that an Offeror is unable to cite three instantiations that do not meet the one year threshold, instantiations that come closest to meeting this threshold will be employed.

SECTION 4.0 –PAST PERFORMANCE

Past Performance (No page limit)

Offerors shall provide information on 3 previous Government contracts whose effort was relevant to the effort required by this Solicitation; the contracts provided should have been performed within the last 3 years. If the Offeror has not had 3 Government contracts within the last 3 years, information on relevant subcontracts and/or commercial contracts may be submitted instead.

Offerors shall contact their past performance references and request that each reference complete RFP Attachment 5, “Past Performance Questionnaire” and e-mail the completed survey form directly to **both** Darrell Dodds (darrell.dodds@navy.mil) and Katherine Holcomb (katherine.holcomb@navy.mil) BEFORE THE DUE DATE OF THIS SOLICITATION.

The Government may consider questionnaires received after the due date of the Solicitation. The Government reserves the right to contact references for verification or additional information.

In the investigation of an Offeror’s past performance, the Government reserves the right to use past performance information obtained from sources other than those identified by the offeror, such as former customers, Government agencies, and other private/public sources of information. This past performance information will be used for the evaluation of past performance.

The Government will also assess the role that subcontractors have played in contributing to the success and/or failure of the Offeror and to what extent subcontractors’ performance has contributed to the past performance evaluation.

The Government does not assume the duty to search for 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.

2.6 Volume III Cost/Price (No Page Limit)

2.6.1 GENERAL

An indefinite-delivery/indefinite quantity (ID/IQ), task order based Cost-Plus-Fixed-Fee (CPFF) and Firm Fixed Price contract with a period of performance extending 5 years will result from this Solicitation. The cost/price volume shall demonstrate a complete understanding of the effort necessary to perform this planned contract. Sufficient supporting data shall be provided to permit the Government to perform a review and analysis of the pricing. The cost/price volume of the proposal will present the Offeror's understanding of the Solicitation's requirements and the Offeror's ability to organize and perform efficiently. Price proposals shall be effective for a period of one hundred eighty (180) days from closing date for receipt of offers.

An Offeror's proposal is presumed to represent the Offeror's best efforts to respond to the Solicitation. Any inconsistency, whether real or apparent, between promised performance and proposed prices should be explained in the proposal. For example, if the intended use of new and/or innovative development/production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that must also be adequately explained in the proposal. Furthermore, the systems that are priced in the Cost/Price Volume must be consistent with the systems described in the technical volume of the proposal. Inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and his ability to perform the contract. All pricing information submitted in response to this RFP is for the exclusive use of Government representatives.

The evaluation will be based on an analysis of the realism and completeness of the cost proposal, the traceability of the cost to the Offeror's technical proposal, and the proposed allocation of man-hours and labor mix. Pertinent cost information, including but not limited to independent government cost estimates, comparisons of the Offeror's proposed approaches and efforts to historical cost data from similar programs and effort, cost modeling programs, licensing fees, DCMA input as required, and 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 actual/most probable costs to be incurred by the Offeror if awarded the resultant contract. If proposed direct labor and indirect rates are considered to be unrealistic, the Offeror's proposed costs will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an adjusted cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. The burden of proof for cost credibility rests with the Offeror.

2.6.2 PRICE AND FUNDING INFORMATION

For the purpose of pricing and evaluating the cost/price data, the date of award is anticipated to be February 18, 2010. The Government estimate to complete the PWS during the 5 year ordering period is \$10.2M. The Government estimate to complete Phase 1 as identified in the PWS is \$2.7M. These Government estimates are being provided for informational purposes only. The Offerors shall fill out the dollar amounts in the IDIQ CLINs (Section B).

2.6.3 ORGANIZATION OF COST VOLUME

A brief outline of the minimum requirements for each section and subsection is provided below.

2.6.3.1 Cover Letter, Title Page, Table of Contents

The title page shall state the document number, title, name, and serial number of the RFP, name of the Offeror, and if the Offeror wishes to restrict his proposal, the legend permitted by FAR 52.215-12. Although a cover letter is not required, if the Offeror chooses to submit one, it should be placed at the beginning of the cost volume after the title page. However, it will not be evaluated. A table of contents shall be provided after the cover letter or title page listing the chapters, sections, subsections, and page numbers, etc.

2.6.3.2 SECTION 1.0 – SUMMARY COST DATA

Sub-Section 1.1: Cost Summary

The following cost summaries should be provided by contractor fiscal year and contain the cost summary information requested below for all items:

- A cost summary for each CLIN at the cost element level.
- A cost summary for each CLIN defined to the level 3 WBS and cost element level
- A cost summary for each WBS at the cost element level.

All cost summaries shall be traceable directly back to the technical proposal. The summaries shall include, as appropriate and applicable, the following cost and hour information:

COST ELEMENTS

Direct Material
 Material Overhead (rates, base and dollars)
 Subcontracts
 Inter and Intradivisional Transfers at Cost
 Inter and Intradivisional Transfers at Other than Cost
 Direct Engineering Labor Hour by Labor Category
 Direct Engineering Rates by Labor Category
 Total Direct Engineering Dollars (rates, base and dollars)
 Engineering Overhead (rates, base and dollars)
 Direct Manufacturing Labor Hour by Labor Category
 Direct Manufacturing Rates by Labor Category
 Total Direct Manufacturing Dollars (rates, base and dollars)
 Manufacturing Overhead (rates, base and dollars)
 Other Direct Costs
 General and Administrative (rates, base and dollars)
 Cost of Money (rates, base and dollars) (if proposed)
 Fee/Profit as applicable

SECTION 2.0 – SUPPORTING COST DATA

The Offeror shall provide as a minimum the following cost information in order for cost realism to be assessed. DCMC, DCAA and other Government agencies may be contacted to verify data. The Offeror shall provide under each cost element a narrative description in whatever detail is required to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide the assumptions and methodology used to estimate

each element of cost. The Offeror shall clearly describe how the CLIN prices in Section B were developed based on the Offeror's discussion of the elements of cost identified below.

Sub-Section 2.1: Direct Cost – This section shall include the following:

a) Material – Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount (e.g. engineering estimate, vendor quote, catalog item, etc.). Discuss the types and quantities of the proposed direct material and the percentage of cost based on:

- Vendor quotations;
- Prior purchase orders;
- Catalog prices;
- Engineering estimate;
- Sole source; and
- Competitive purchases.

For a commercial item (per FAR 2.101), the offeror shall submit, as a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include:

(1) Catalog items - provide a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g. wholesale, original equipment manufacturer or reseller. Also explain the basis for each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities to the proposed quantities.

(2) Market-price items. Identify the source and date or period of the market quotation or other basis for market price, the base amount and applicable discounts. In addition, describe the nature of the market.

(3) Federal Supply Service Multiple Award Schedule items – provide proof that an exception has been granted for the schedule item.

b) Labor Hours - The proposed direct labor hours, by category and fiscal or calendar year (as appropriate) by Work Breakdown Structure (WBS) element. In all cases where estimates are based upon learning/improvement curve applications, the Offeror should identify the specific area subject to learning, the curve hypothesis (unit or cumulative), and the slope of the curve as a percent. Also, the Offeror shall explain what data were used to develop the slope, how these data relate to the current effort, and how entry into the learning curve was attained (e.g., how the first unit was derived).

The proposed direct labor hours shall be clearly stated. Provide a spend plan for the entire effort (All CLINs) and a separate plan for each CLIN. The charts shall document planned labor hour expenditures by labor category on a monthly basis through the entire effort. Provide detailed rationale and history for all labor hour estimates and factors used in the calculations of the proposed hours. Provide any assumptions, including, for

example, overtime hours or weekend hours for any manufacturing, in-house, or at-sea testing activities.

Provide direct labor rates for each category of labor proposed by fiscal or calendar year as appropriate. Indicate whether these rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government (enclose a copy of any FPRA). Additionally, detail any union agreements that control labor rates. Highlight wage rate forecasting assumptions, including escalation, and provide the basis for such escalation. If known, any differences between the DCAA-recommended rates and those proposed should be isolated and discussed. Finally, provide the most recent three (3) years of prior actual rate history by labor category.

c) **Other Direct Cost** - Any other direct costs including (but not limited to): computer usage/leasing, travel and subsistence, and equipment/facilities rental/leasing shall be documented and suitable rationale provided.

Data costs are defined as costs incurred by the contractor solely because of the requirements to prepare and deliver items. All data required by the contract is specified in the Contract Data Requirements List (CDRL). Data costs shall not include costs for each effort that is required elsewhere in the Performance Work Statement. Each data item shall have an estimated price, either a dollar amount or the term NO COST (N/C). (Note: Data Costs are required for analytic purposes only. Under Section B of the RFP, all data costs shall be included as specified.)

In all cases where labor hour category, material cost, and other direct costs are based upon past experience, the Offeror shall identify the past experience, explain how the past experience relates to the current effort, and explain how labor hour category, material cost, and other direct cost data derived from past experience were adapted to the current effort. If the past experience concerns a specific hardware item built or acquired, the Offeror shall identify the item, buying activity, contract number, applicable dates, and item cost.

d) Provide the percentage of subcontracts that will be awarded through the competitive process and the dollar amount of the subcontracts to be awarded competitively.

Provide a schedule identifying all proposed subcontracts with an extended value of \$1,000,000 or more. This schedule shall include, as a minimum, the following information:

- Proposed subcontractor, address, and place of performance
- Description of supplies/services to be subcontracted
- Anticipated subcontract value
- Type of subcontract to be used

Sub-Section 2.2: Indirect Costs - Provide proposed overhead and G&A rates and amounts should be clearly stated in the proposal, along with cost of money factors and amounts of each calendar or fiscal year as appropriate. Indicate if these rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government (enclose a copy of any FPRA). If known, any differences between the DCAA-recommended rates and those

proposed should be isolated and discussed. Explain the basis for any significant rate differences between the prior three (3) years period and those rates now proposed. Cost of Money will only be an allowable cost if proposed.

Sub-Section 2.3: Inter-and Intra-divisional Transfers - Provide information required under paragraphs a) through c) above, as appropriate, for all inter- and intra-divisional transfers. Indicate whether such transfers are “at cost” or “other than cost”.

Sub-Section 2.4: Subcontractor Costs - Furnish all information required under paragraphs a) through d) above as appropriate. Each subcontractor must be addressed separately. Indicate potential subcontractor competition, rationale for the selection of probable source(s), and the reasons why the costs proposed are considered reasonable and realistic. Furnish a copy of any cost or price analyses of subcontractor costs performed.

Sub-Section 2.5: Government Furnished Property (GFP)-The Offeror shall state whether it or its subcontractors, in the performance of the contract, will require the rent-free use of Government-owned property. However, the Offeror should not include in its price proposal any element of cost or expense attributable to payment by Offeror under any other contract, of a use charge for such Government owned property.

Offeror shall submit with his proposal the following:

A list or description of all Government Furnished Property (GFP) that the Offeror or its subcontractors propose to use on a rent-free basis, using the GFP Template (RFP Attachment 13). The list shall include property offered for use in the Solicitation, as well as property already in possession of the Offeror and its subcontractors under other contracts. For the purposes of submitting the list, the Offeror shall include as GFP any Production Special Tooling/Production Special Test Equipment (PST/PSTE), which will be utilized under any contract resulting from this Solicitation after the Government takes title to the PST/PSTE. Rental calculations for those PST/PSTE items included as GFP shall begin the calendar month following title passing to the Government or the first month the Offeror proposes to utilize those items, whichever is later, and continue until the Offeror no longer requires the item(s) to fulfill the requirements of any contract resulting from this Solicitation.

Identification of the facilities contract or other instrument under which the property is held, and the written permission for its use from the Contracting Officer having cognizance of the property.

The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support proration of the rent.

The amount of rent that would otherwise be charged, computed in accordance with FAR 52.245-9, Use and Charges.

The GFP and the amount of time used to calculate GFP rental value shall be that required for the production of the maximum quantity of items that may be required under any contract resulting from this Solicitation. However, the Government is under no

obligation to provide those items as GFP; Offerors should take this into account when proposing an ETMDS solution.

The Department of the Navy currently holds licensing to, or the rights to use, the following Commercial off the Shelf (COTS)/ Government off the Shelf (GOTS) software products. Usage of any of these products can, at the discretion of individual Offerors, be proposed as part of an overall ETMDS solution. If an Offeror opts to incorporate one or more of these products as part of their proposed ETMDS solution, these items may be provided as Government Furnished Property (GFP) under the resulting contract consistent with the instructions in this subsection of Section L (subsection 2.5).

Providing these items as GFP is limited to the terms and conditions of the applicable licensing agreements. With the exception of ELIAAS, licensing only supports usage at a DoN facility for authorized users for internal Navy purposes and would not accommodate any usage that might need to occur at a contractor facility for developmental effort. The licensing agreements for the COTS products can be provided upon request. Refer to additional information on these products in the PWS Section 1.2, Background.

- Oracle Database Enterprise Edition pursuant to Order EP21 against the Army's Blanket Purchase Agreement Number DAAB15-99-A-1002 (note: the BPA was reissued as W91QUZ-07-A-001). For more information go to <http://www.it-umbrella.navy.mil/contract/enterprise/deal/oracle/oracle.shtml>.
- Question Mark Perception – Enterprise Manager/Authoring Manager, version 4.4.1, service pack 3.
- Rustici SCORM Engine – version 2007.1, fully described within part 1.2 of the PWS.
- ELIAAS – A GOTS product, fully described within part 1.2 of the PWS.

GFP identified by the Offeror pursuant to this provision shall be submitted, in the format delineated in RFP Attachment 13, by the Offeror with his proposal and will be included as an Attachment in any contract resulting from this Solicitation. Furthermore, any GFP to be provided under a contract resulting from this Solicitation will be incorporated in clause 5252.245-9201 of Section H at contract award. In addition, the Offeror shall include in his proposal all rental calculations for Government Furnished Property the Offeror or its subcontractors plan to utilize on a rent-free basis. This information shall be provided in a format that clearly identifies property required, the rental value for each item required, the total cost for each piece of property required and the assumptions used to derive such calculations. All proposed GFP costs shall be fully auditable and shall also be provided separately to the cognizant Procuring Contracting Officer (PCO) at the time of proposal submittal. This information shall be provided in a format that clearly identifies property required and the rental value for each item. The rental equivalencies/values shall be computed in accordance with FAR 52.245-9.

NOTE: No use of Government owned property other than as prescribed above will be authorized under the resulting contract unless such use is approved in writing by the Contracting Officer having cognizance of the property and either rent computed

is charged to and paid by the Contractor, or the contract price is reduced by an equivalent amount.

Sub-Section 2.6: Technical Data/Software Rights

In addition to the submission requirement of DFARS 252.227-7017, the Offeror shall provide a list entitled “Supplemental Information Concerning Cost/Price of both Noncommercial and Commercial Technical Data (TD), Computer Software (CS), and Computer Software Documentation (CSD)” (hereinafter the Supplemental 7017 Cost/Price List). The Supplemental 7017 Cost/Price List shall be provided as an attachment to the proposal. This List shall provide supplemental information concerning the commercial and noncommercial TD, CS, or CSD identified in the DFARS 252.227-7017 “Identification and Assertion of Use, Release, or Disclosure Restriction” list (hereinafter 7017 List), as follows:

(1) License Option Price Information. For each item of noncommercial TD, CS, and/or CSD that the Offeror asserts should be delivered with less than Government Purpose Rights (GPR) (as defined in DFARS 252.227-7013 “Rights in Technical Data – Noncommercial Items” (NOV 1995) and/or DFARS 252.227-7014 “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation” (JUN 1995)), and for which the Offeror is willing to sell to the Government greater rights than those identified in the 7017 List, the Offeror shall identify those greater rights, provide an option price at which the Government may purchase such greater rights, and identify the period of time during which the option is available for the Government to exercise. Similarly, for each item of commercial TD/CS/CSD for which the Offeror is willing to sell to the Government greater rights than the associated commercial software license, the Offeror shall identify those greater rights, provide an option price at which the Government may purchase such greater rights, and identify the period of time during which the option is available for the Government to exercise. The option period available to the government shall not end earlier than 36 months After Date of Contract Award (ADCA). The option price shall include costs required to convert the markings on the deliverable item to conform to the greater rights, should the Government choose to exercise the option. The Offeror may state any license option price as a firm fixed price, a percentage royalty rate, or any other comparable compensation scheme, provided that the Government can reasonably calculate a sum-certain price for the license option using the price information and terms and conditions information the Offeror provides. The Government prefers that any license option prices the Offeror provides in the Supplemental 7017 Cost/Price List cover all noncommercial and commercial CS, CSD and TD included in any affected software and that the Offeror state them on a price-per-system basis; further, the Government prefer that any option be made available for the full duration of the contract at a minimum.

(2) For all TD, CS, and/or CSD that the Offeror proposes to deliver with less than Government Purpose Rights (GPR), as defined in DFARS 252.227-7013 (NOV 1995) and/or DFARS 252.227-7014 (JUN 1995), and for which the Offeror does not offer an option or the terms of any option offered are deemed undesirable by the Government, the Government will apply a price adjustment

factor to an Offeror's proposed price in arriving at the total evaluated price, as set forth in Section M. The Offeror may provide information, including the cost of any available licenses, whether commercial or noncommercial, to assist the Government in making an accurate estimate of such costs.

(3) Duty to Submit Negative List. If there is no supplemental information to be submitted in the Supplemental 7017 Cost/Price List the Offeror shall submit the list and enter "None" as the body of the list. Failure to provide a negative list may expose the Offeror to having a price evaluation factor for license rights applied to its total evaluated price as set forth in Section M.

2.7 Submission Requirements

Below is a summary of the data submission requirements for this procurement:

Name of Event: FINAL RFP Release	
Vendor Questions to Government About RFP - IAW RFP	Due 16 Sep 2009 by 12:00pm ET to the following POCs: darrell.dodds@navy.mil and katherine.holcomb@navy.mil Offerors shall submit questions to both POCs.
Proposals	Due 13 Oct 2009, 12:00 pm Eastern Time

2.10 CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004) - Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.232-13	Notice Of Progress Payments	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(1) ASSIST (<http://assist.daps.dla.mil>);

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);

(3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be **X** DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery/indefinite quantity (ID/IQ), task order based Cost Plus Fixed Fee (CPFF)/Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Darrell Dodds, 2451 Crystal Drive, Suite 1139, Arlington, VA 22202-4804.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

<http://www.dtic.mil/dtic/>

**Defense Technical Information Center (DTIC)
8725 John J. Kingman Road, Ft. Belvoir, VA 22060-6218**

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of Provision)

5252.237-9402 RESUME REQUIREMENTS (JUN 1994) (SPAWAR)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (a) estimated annual salary
- (b) total estimated annual hours; and
- (c) total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractor's proposals. If this information is proprietary to subcontractors, it may be provided under separate cover, however, it must be easily identifiable and readily combined with the rest of the proposal.

(End of provision)

L-335 ESTIMATED EFFECTIVE AWARD DATE (DEC 1999) (SPAWAR)

For Bidding/Proposal purposes the estimated effective date of contract award is 18 February 2010.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M**Section M - Evaluation Factors for Award****1. General Information**

The Government will award the contract(s) to the Offeror representing the best overall value.

Only Offerors who have executed the relevant certifications appropriately will be considered for award. (See Section L, Additional Instructions and Conditions and Notices to Offerors.)

The Government intends to award a contract resulting from this Solicitation to the responsible Offeror whose proposal conforms to the Solicitation's requirements and represents the best value after evaluation in accordance with all factors and subfactors in this Solicitation. Offerors are advised that a proposal meeting Solicitation requirements with the lowest total evaluated cost may not be selected if award to a higher cost Offeror is determined to be most advantageous to the Government.

The Government will determine best value on the basis of the following factors. Factor 1 (Technical Approach/Capability) is more important than Factor 2 (Management Approach); Factor 2 (Management Approach) is more important than Factor 3 (Relevant Experience); and Factor 3 (Relevant Experience) is more important than Factor 4 (Past Performance). Factors 1, 2, 3 and 4 individually are more important than Factor 5 (Evaluated Cost). When combined, the non-cost factors (Factors 1, 2, 3, and 4) are significantly more important than cost (Factor 5); however, as the technical proposals are determined to be essentially equal, cost becomes more important. The subfactors listed under Factor 1 are in descending order of importance. The subfactors listed under Factor 2 are of equal importance.

Factor 1 – Technical Approach/Capability

- Subfactor 1.A. Product Capability
- Subfactor 1.B. Implementation Approach
- Subfactor 1.C. Data Rights

Factor 2 – Management Approach

- Subfactor 2.A. Management Plan
- Subfactor 2.B. Schedule

Factor 3 –Relevant Experience

Factor 4 – Past Performance

Factor 5 – Evaluated Cost

See RFP Attachment 14, Ratings Guide, for additional information about ratings.

Pursuant to FAR 15.306, exchanges of information with the Offeror after receipt of proposals may be conducted. The Government will assess the extent to which each Offeror complied with the instructions in the RFP. The Government will consider any failure to comply with the instructions set forth

throughout this Solicitation to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily.

The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.306. The Government intends to award the contract(s) on the basis of initial offers received, without discussions (except clarifications as described in FAR 15.306(a)). Therefore, each offer/proposal should contain the Offeror's best terms considering all factors. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with Offerors in a competitive range, if necessary, and to permit such Offerors to revise their offer/proposal.

1.1 Factor 1 – Technical Approach/Capability

The Government will evaluate technical approach/capability as follows.

Subfactor 1.A. – Product Capability

The Government will evaluate the degree to which the proposed solution addresses all requirements in the Performance Work Statement (PWS) in a high quality, low risk manner. Failure to address all requirements in the PWS may be deemed as a lack of understanding on the part of the Offeror. Proposals that do not deliver all "Core" capabilities identified as part of Phase I may result in the Offeror's proposal being deemed unacceptable. Offerors will receive favorable consideration to the extent that the proposed Phase I solution provides the inherent capability to provide as many "Post-Core" capabilities as possible without requiring major modifications. Additionally, ETMDS Product Capability will be assessed by considering: 1) the degree to which ETMDS is based on a modular design that readily supports extensibility and upgradability, 2) the efficiency with which ETMDS consumes underlying computational resources, 3) the degree to which systems administrators can configure/reconfigure without a requirement for changes to underlying application executable code and without the need for support from vendor technical personnel, and 4) the ease of operation and intuitive nature of fundamental ETMDS functionality.

The Government will evaluate the degree to which the proposed solution shows evidence of being able to scale to the degree required to support both present and anticipated future demands for ETMDS. It is anticipated that the number of registered ETMDS users could grow to 1.3 million and that there may be a need to accommodate up to 8,000 concurrent users. This evaluation will be more favorable for proposed solutions based on a product mix that has demonstrated a high degree of scalability and load bearing capability in existing instantiations. Projecting the scalability and load bearing capacity of a proposed solution from either a laboratory environment or a small scale production instantiation will be viewed less favorably.

The Government will evaluate the degree to which the proposed solution supports the current technical standards associated with existing Navy eLearning content as well as likely evolution in those standards. Those standards are the Sharable Content Object Reference Model (SCORM) (versions 1.2 as well as version 2004 - 3rd edition or higher) as well as the Aviation Industry Computer Based Training Committee (AICC) and Question / Test Interoperability (QTI) standards.

Subfactor 1.B. – Implementation Approach

The Government will evaluate the degree to which the Offeror's proposed implementation approach poses an increased risk to the project schedule and cost, data integrity, successful transition, and service disruption. The Government will evaluate the effectiveness of the Offeror's proposed risk mitigation strategy. The implementation approach will be evaluated as to the balance of risk, cost and schedule struck between planning a full and complete migration occurring within 72 hours, or less, (i.e. a "knife edge" cutover) and the potentially greater cost, complexity and logistics burdens associated with a more extended migration period. Since not all ETMDS functionality will necessarily be activated at Phase I, the Government will also consider which subsets of overall ETMDS functionality can be enabled/disabled with only minimal disruption to ongoing ETMDS usage.

Subfactor 1.C. – Data Rights

The Government will evaluate the extent to which the rights offered by the Offeror allow unimpeded, cost-effective, installation, maintenance, production, operation and upgrade of the ETMDS system throughout its life cycle; and allow for the competitive procurement of future modernization efforts. The Government will evaluate the extent to which the Offeror proposes to provide to the Government the rights to which the Government is entitled in accordance with DFARS 252.227-7013 and 252.227-7014, in all technical data, firmware, and software to be delivered under the contract, including engineering diagrams, analysis, reports, and designs. Accordingly, the Offeror will receive favorable consideration for proposing to provide GPR, or better, in technical data, firmware, and software to be delivered under this contract that might otherwise have been delivered with more restrictive rights in accordance with the DFARS data and software rights clauses of the Solicitation.

1.2 Factor 2 – Management Approach

Under this factor, the Government will evaluate:

Subfactor 2.A. – Management Plan

The Government will evaluate the effectiveness of the Offeror's management approach, including the experience, education, and skills of its key personnel and the extent to which the proposed key personnel meet or exceed the desired qualifications as identified in RFP Attachment 4, Desired Key Personnel Qualifications. The quality of proposed key personnel will be considered and evaluated individually and collectively. Resumes will be evaluated to determine if it offers an increased benefit to the Government. Resumes that do not conform to the template provided in Resume Format, RFP Attachment 3, may be considered unacceptable. The Government will assess the adequacy of the Offeror's approach to retaining and recruiting key personnel throughout the period of performance. The Government will evaluate the Offeror's internal management approach and effectiveness of its WBS and its subcontract management approach. The Government will also evaluate the Offeror's ability to effectively implement and execute a quality, cost and schedule management system. The Government will assess if the Offeror: i) understands the critical risks, ii) can accurately rank these risks, and iii) can properly manage and mitigate current and future risks.

Subfactor 2.B. –Schedule

The Government will evaluate the realism and effectiveness of the Offeror's schedule as detailed in the draft Project Management Plan (PMP) and the likelihood of the Offeror adhering to the proposed schedule. The Government will assess if the Offeror has identified all major milestones and allocated realistic timeframes to achieve each milestone consistent with the Government's requirements for that milestone. Offerors may receive a more favorable evaluation for proposing a schedule with earlier delivery of Preliminary Design Review (PDR), Data Migration Plan (part of Software Transition Plan CDRL A0013) and Phase I Go-Live if the proposed schedule is realistic, is supported with sufficient evidence, and will not negatively impact the quality of the deliverables. Offerors that propose to deliver the Phase I Go-Live later than 30 May 2012 shall be deemed unacceptable. Draft PMPs that do not comply with DI-MGMT-80004 shall be deemed unacceptable.

1.3 Factor 3 – Relevant Experience

For Relevant Experience the Government will evaluate the Offeror's capability and experience based upon the Government's understanding of the relevancy, scope and how recent the capability or experience is to the requirement. Proposals will be evaluated to determine if they offer an increased benefit to the Government due to the Prime and/or Subcontractor's organizational experience in some or all of the PWS elements. Proposals will be evaluated based upon the Government's understanding of how the Prime and/or Subcontractor intend to use any recent and relevant experience in each PWS element to perform the work required.

The Government will evaluate the degree to which the proposed solution has demonstrated stability and maturity in a production environment. This evaluation will be more favorable for proposed solution that is based on a COTS or GOTS product mix that has been successfully deployed in a production environment for one year or more. Larger scale deployments that have been in place for a longer time will also result in a more favorable evaluation.

1.4 Factor 4 – Past Performance

Past performance is a measure of the degree to which an Offeror satisfied its customers in the past and complied with the PWS, contract schedule and contract terms and conditions. The Government will evaluate the Offeror's previous performance in establishing and supporting enterprise class training management and delivery systems, as defined in the PWS task areas. The Government will assess each Offeror's and proposed significant subcontractor's past performance. The Government will assess performance risk wherein the Offeror's and significant subcontractor's probability of successful accomplishment of the required effort will be evaluated. The Government will use its subjective assessment to make a comparative assessment of an Offeror's and significant subcontractor's capability.

The Government reserves the right to limit the number of references it decides to contact and to contact references other than those provided by the Offeror. The evaluation will take into account the same type of information regarding significant subcontractors proposed in the Offeror's proposal. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. Not adequately addressing all PWS task areas will negatively impact the evaluation of this factor.

If an offer submits a certification statement and the Government has no information available regarding the Offeror's past performance, that Offeror will receive a neutral rating (i.e., the Offeror is evaluated neither favorably nor unfavorably) for past performance. If Offerors (prime and significant subcontractors) provide reference information that is not relevant and current as stated in Section L, the Offeror will receive a neutral past performance rating for those contracts.

1.5 Factor 5 – Evaluated Cost

A cost-realism evaluation will be performed by the Government to determine the costs that would be, in the judgment of the Government, incurred in the course of performance. This analysis will result in the Total Evaluated Cost (TEC), which need not be the amount proposed by an Offeror.

In evaluating offers, the Government will use the TEC. The TEC will be the sum of all CLINs, including any fee as applicable. For purposes of evaluating CLIN 0007, the Government will use one month of onsite technical support. Any TEC arrived at by the Government will also include any evaluation adjustment that may be made because of an Offeror's proposed software and technical data rights, as discussed in the paragraph to follow. That is, any offeror proposing the delivery of technical data and computer software with less than government purpose rights (GPR) will have a price evaluation factor added to its TEC as described below or the amount of any license rights option included in its proposal. In the event an Offeror proposes a license right option, the Government reserves the right to unilaterally add a line item for any such option proposed at the time of award.

Offerors are advised that an offer that includes unbalanced pricing between the basic requirement and any options may be rejected. As defined at FAR 15.404, unbalanced pricing exists when, despite an acceptable total evaluated cost or price, the cost or price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

Further, as part of the evaluated price the Government will consider the impact of restrictive technical and software license rights (according to the Government desires set forth in the Software and Technical Data Rights in Section L, Volume II, Section 1.3 Data Rights. It is assumed that any item of technical data (TD) that is delivered with less than GPR, or other sufficient commercial license, will increase the approximate cost of repairing and maintaining the system, item or component to which the TD pertains by ten percent (10.0%) over the lifetime of any resultant system that incorporates ETMDS. It is further assumed that any item of computer software (CS) or computer software documentation (CSD) that is delivered with less than GPR or other sufficient license will increase the approximate cost of maintaining the relevant ETMDS CS by ten (10.0%) percent. Accordingly, the amount resulting from the ten (10.0%) percent increase will be included in the TEC for Offerors that include such restrictions. To the extent the Offeror has provided information to assist the Government in making an accurate estimate of such costs, the ten (10.0%) percent factor may be discounted.

2. CLAUSES INCORPORATED BY FULL TEXT

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>
<http://www.arnet.gov/far>

(End of provision