

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 63					
2. CONTRACT NO.		3. SOLICITATION NO. N61340-17-R-0012		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAWCTSD 253 12211 SCIENCE DRIVE (25312) ORLANDO FL 32826-3224			CODE	N61340		8. ADDRESS OFFER TO (If other than Item 7)		CODE			
			TEL:		See Item 7		TEL:				
			FAX:				FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>2</u> 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 in <u>Sect L, Proposal Submission</u> until <u>02:00 PM</u> local time <u>22 Dec 2016</u> (Hour) (Date)											
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 and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			PAGE(S)
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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 NO.	DATE	AMENDMENT NO.	DATE				
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)							
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			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 ITEM (4 copies unless otherwise specified)						
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE						
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	POST-AWARD CONFERENCE (PAC) FFP IAW Performance Work Statment (PWS) Section 3.1.5 and CDRL B001. FOB: Destination	1	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	SOFTWARE TRAINING SESSIONS FFP IAW PWS Sections 3.2.2 and 3.2.2.1 IAW CDRL A002. Travel included in this CLIN. FOB: Destination	120	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	SOFTWARE DEMONSTRATION DESIGN MTGS FFP IAW PWS Section 3.2.3 Travel included in this CLIN. FOB: Destination	360	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	SW TECHNICAL ASSESSMENTS & SW DELIVERIES FFP IAW PWS Sections 3.2.4 - 3.2.4.3 and CDRLs A001, A003, A004, A005, and B004. No Travel in this CLIN. FOB: Destination	5	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	SOFTWARE MODIFICATION PRODUCT GENERATION FFP IAW PWS Sections 3.2.6 - 3.2.6.6 and CDRLs A004, A005, A006, A007, B001, and B004. No Travel in this CLIN. FOB: Destination	90	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106	SOFTWARE TRAINING SESSIONS (OFF-SITE) FFP IAW PWS Section 3.2.7.1 and CDRLs A002 and B004. Travel included in this CLIN. FOB: Destination	100	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107	TECHNICAL ASSIST VISIT (OFF-SITE) FFP IAW PWS Section 3.2.7.2 and CDRLs A008 and B004. Travel included in this CLIN. FOB: Destination	300	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108	SOFTWARE MODIFICATIONS FFP IAW PWS Section 3.2.8.1 and CDRL A009. No Travel in this CLIN. FOB: Destination	150	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109	ISD DESIGN ANALYSIS POLICY GUIDANCE FFP IAW PWS Section 3.2.8.2 and CDRL A00A. No Travel in this CLIN. FOB: Destination	1	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110	ANALYSIS - DESIGN DEV MODES OF DELIVERY FFP IAW PWS Section 3.2.8.3 and CDRLs A00B and B004. No Travel in this CLIN. FOB: Destination	50	Each		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0111	CONTRACT DATA REQUIREMENT LIST (CDRL) FFP IAW PWS Section 3.2.9. Not Separately Priced. FOB: Destination				

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	MATERIALS FFP IAW PWS Sections 3.2.10 - 3.2.10.1 and CDRL B004. FOB: Destination	1	Lot		

NET AMT

PSC Code K069

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0113	TRAVEL FFP IAW PWS Section 3.2.11. FOB: Destination				

NET AMT

PSC Code K069

SECTION B

B1 ACRONYMS

The following definitions are provided for acronyms that may be used in this solicitation:

ACR	AIM Software Change Request	N/A	Not Applicable
ACRN	Accounting Classification Reference Number	NAWCTSD	Naval Air Warfare Training Systems Division
AIM	Authoring Instructional Materials	NETC	Naval Education and Training Command
AMT	Amount	NMCI	Navy Marine Corps Intranet
CC	Configuration Control	NSP	Not Separately Priced
CCB	Configuration Control Board	OCCSTD	Occupational Standard
CDRL	Contract Data Requirements List	OCONUS	Outside the Continental United States
CI	Configuration Item	PCO	Procuring Contracting Officer
CLIN	Contract Line Item Number	PPP	Personnel Performance Profile
COR	Contracting Officer's Representative	QA	Quality Assurance
COTS	Commercial Off-the-Shelf	QASP	Quality Assurance Surveillance Plan
CPM	Content Planning Module	QTY	Quantity
EA	Each	SCL	Software Configuration Library
ECP	Engineering Change Proposal	SDD	Software Design Document
ELO	Enabling Learning Object	SMM	Software Maintenance Manual
ESC	Executive Steering Committee	SOW	Statement of Work
FEA	Front-End Analysis	SQL	Structured Query Language
FFP	Firm-Fixed-Price	SSO	System Support Office
FRB	Functional Requirements Board	STP/STD	Software Test Plan/Software Test Document
FTP	File Transfer Protocol	S/W	Software
G&A	General and Administrative	TA	Technical Assistance
GAT	Government Acceptance Testing	TBN	To Be Negotiated at a later date
GFI	Government Furnished Information	TG	Trainee Guide
GFP	Government Furnished Property	TLO	Terminal Learning Object
GOTS	Government Off-the-Shelf	TO	Task Order
ICW	Interactive Courseware	TR	Trouble Report
IETM	Interactive Electronic Technical Manual	TSD	Training Systems Division
ILE	Integrated Learning Environment	TSRA	Training Systems Requirements Analysis

ILT	Instructor Led Training	VTC	Video Teleconferencing
IMI	Interactive Multimedia Instruction	VTT	Video Tele-Training
IPT	Integrated Product Team	WBT	Web-Based Training
JPA	Job Performance Aid	WD	Workforce Development
JTR	Joint Travel Regulation	XML	Extensible Markup Language
LAN	Local Area Network		
LO	Learning Objectives		
LOC	Lines of Code		
LP	Lesson Plan		
LSE	Lead Software Engineer		
MAX	Maximum		
MO	Month		
MOD	Modification		

Section C - Descriptions and Specifications

SECTION C**C1 POST-AWARD CONFERENCE (PAC) (CLIN 0101)**

The contractor shall furnish all necessary personnel, materials, supplies, travel and management to meet the post award conference (PAC) requirements in accordance with the Performance Work Statement (PWS) #160054, section 3.1.5, Attachment 1 in Section J. The conference shall be provided at the Contractor's facilities located within the United States. The post award conference support services will be acquired with the issuance of the first task order (TO) and shall be completed within forty-five days after award.

C2 SOFTWARE TRAINING SESSIONS (CLIN 0102)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies, travel, and management, required to provide AIM software training sessions in accordance with the PWS #160054, sections 3.2.2 and 3.2.2.1, Attachment 1 in Section J. The software training sessions will be procured with the issuance of a task order on a FFP, per session basis. The Government will request a proposal for software training session for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. Travel required in support of these CLINs will be proposed and negotiated at time of task order.

C3 SOFTWARE DEMONSTRATIONS AND DESIGN MEETINGS (CLIN 0103)

The contractor shall support the demonstration/tutorials of software or software design documents to users, potential user communities and stakeholders in accordance with the PWS #160054, section 3.2.3, Attachment 1 in Section J. The Government will request a proposal for software demonstrations for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. Travel required in support of these CLINs will be proposed and negotiated at time of task order.

C4 SOFTWARE TECHNICAL ASSESSMENTS AND SW BASELINE DELIVERIES (CLIN 0104)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to provide AIM software modification support in accordance with the PWS #160054, sections 3.2.4 through 3.2.4.3, Attachment 1 in Section J. The Government will request a proposal for technical assessments for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. No travel is required under this CLIN.

C5 SOFTWARE MODIFICATION AND PRODUCT GENERATION (CLIN 0105)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to modify/enhance and integrate AIM software in accordance with the PWS #160054, sections 3.2.6 through 3.2.6.6, Attachment 1 in Section J. The software modifications will be procured with the issuance of a task order on a FFP, per session basis. The Government will request a proposal for software modification services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. No travel is required under this CLIN.

C6 SOFTWARE TRAINING SESSIONS (OFF-SITE) (CLIN 0106)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies, travel, and management, required to provide AIM software training sessions in accordance with the PWS #160054, section 3.2.7.1, Attachment 1 in Section J. The software training sessions will be procured with the issuance of a task order on a FFP, per session basis. The Government will request a proposal for software training sessions for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor

rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. Travel required in support of these CLINs will be proposed and negotiated at time of task order.

C7 TECHNICAL ASSIST VISITS (OFF-SITE) (CLIN 0107)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies, travel, and management, required to provide AIM technical assist visits in accordance with the PWS #160054, section 3.2.7.2, Attachment 1 in Section J. The technical assist visits will be procured with the issuance of a task order on a FFP, per person, per day basis. The Government will request a proposal for technical assist visits for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. Travel required in support of this CLIN will be proposed and negotiated at task order level.

C8 SOFTWARE MODIFICATION (CLIN 0108)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to prepare no more than thirty (30) annual Engineering Change Proposals in response to complex ACRs or FRM elements in accordance with the PWS #160054, section 3.2.8.1, Attachment 1 in Section J. The software modification/engineering change proposals will be procured with the issuance of a task order including a PWS addressing the specific software modification/enhancement impact analysis required. The Government will request a proposal for software modification/enhancement impact analysis services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. The Government will request a proposal for software modification services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiated at task order level. No travel is required under this CLIN.

C09 INSTRUCTIONAL SYSTEM DESIGN ANALYSIS POLICY AND GUIDANCE (CLIN 0109)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to analyze existing NETC policy, procedures and guidelines for the end-to-end (E2E) process analysis support in accordance with the PWS #160054, section 3.2.8.2, Attachment 1 in Section J. The instructional system design analysis will be procured with the issuance of a task order including a PWS addressing the specific software modification/enhancement impact analysis required. The Government will request a proposal for software modification/enhancement impact analysis services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. The Government will request a proposal for software modification services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. No travel is required under this CLIN.

C10 INSTRUCTIONAL SYSTEM DESIGN ANALYSIS FOR DESIGN, DEVELOPMENT, AND ALL CURRENT AND EMERGING MODES OF DELIVERY TECHNOLOGY (CLIN 0110)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to perform the analytic tasks in any combination in accordance with the current NETC guidance applicable to each separate analysis task order. No more than ten (10) analyses shall be conducted per year in accordance with the PWS #160054, section 3.2.8.3, Attachment 1 in Section J. The instructional system design analysis will be procured with the issuance of a task order including a PWS addressing the specific software modification/enhancement impact analysis required. The Government will request a proposal for software modification/enhancement impact analysis services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task

order for each requirement. The Government will request a proposal for software modification services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. No travel is required under this CLIN.

C11 CONTRACT DATA REQUIREMENT LIST (CDRL) (CLIN 0111)

The contractor shall provide CDRLs as specified within each Task Order (TO) in accordance with the PWS #160054, section 3.2.9, Attachment 1 in Section J. CDRLs are Not Separately Priced.

C12 MATERIALS (CLIN 0112)

The contractor shall purchase materials to meet the requirements of individual task orders in accordance with the PWS #160054, sections 3.2.10 and 3.2.10.1, Attachment 1 in Section J. Material purchase requests made under the material CLIN shall be approved by the PCO prior to purchase. The Government will request a proposal for the materials for each task order and the contractor shall provide three quotes in its proposal in response to the Government's request.

C13 TRAVEL (CLIN 0113)

The contractor shall be required to travel in support of the Software Training Sessions (CLINs 102 and 107), Software Demonstrations (CLIN 103), and Technical Assist Visits (CLIN 108) in accordance with the PWS #160054, section 3.2.11, Attachment 1 in Section J. Travel will be procured with the issuance of a task order for these services. The Government will request a proposal for the travel for each task order and the contractor shall provide a proposal in response to the Government's request. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each travel requirement. The contractor's proposed travel costs shall be in accordance with the Government Joint Travel Regulation (JTR) and shall only include the CLIN awarded fixed factor applied to the total direct travel cost to negotiate a FFP. This fixed factor shall include all appropriate overhead and General and Administrative (G&A) and risk applicable to the travel cost. This fixed factor for each travel CLIN is non-adjustable for the CLIN period of performance.

C14 PERFORMANCE WORK STATEMENT #160054

The PWS #160054, under Attachment 1, is incorporated into Section C14 for purposes of FAR Clause 52.215-8, "Order of Precedence".

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL
(NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal Number [Enter technical proposal number], dated [Enter document date], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

To be completed at Contract award.

Section D - Packaging and Marking

SECTION D

NOTE:

This clause shall apply to all CLINs listed in section B - Supplies or Services and Prices, as applicable.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

SECTION E

NOTE:

Clauses in section E – Inspection and Acceptance shall apply to all CLINs listed in section B - Supplies or Services and Prices, as applicable.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
0107	Destination	Government	Destination	Government
0108	Destination	Government	Destination	Government
0109	Destination	Government	Destination	Government
0110	Destination	Government	Destination	Government
0111	Destination	Government	Destination	Government
0112	Destination	Government	Destination	Government
0113	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed

by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

SECTION FF1 - NOTE ON DELIVERY SCHEDULE

Note: The contract is contemplated to be awarded on 1 March 2017, therefore the ordering period shown below will be adjusted up to 60 days to reflect the exact dates at the time of contract award. The period of performances indicated below reflects the ordering period for each CLIN.

Clauses in section F – The ordering period shall apply to all CLINs listed in Section B – Supplies or Services and Prices, as applicable.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0101	POP 01-MAR-2017 TO 17-APR-2017	N/A	NAWCTSD BOSTICK, JAMES 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 FOB: Destination	N61340
0102	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0103	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0104	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0105	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0106	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0107	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0108	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0109	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0110	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

0111	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0112	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0113	POP 01-MAR-2017 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on **1 March 2017** and shall continue through **28 February 2022**. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit **A001 – A009, A00A – A00B, and B001 – B005**, attached hereto, 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, who are listed in Block 6 of the DD Form 1423.

Naval Air Warfare Center Training Systems Division (NAWCTSD)

- (1) NAWCTSD PJM, James (Jim) Bostick, Code 1.3.6.3
- (2) NAWCTSD Engineer, Ronald Zinnato, Code 4.6.2.4
- (3) NAWCTSD COR, Michael Matzko, Code 4.6.3
- (4) NAWCTSD CS, Sharon Alicia, Code 2.5.3.1.2 (for PCO)

(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:

NAWCTSD PJM

NAWCTSD

Attn: James (Jim) Bostick, Code 1.3.6.3
12211 Science Drive
Orlando, FL 32826-2942

NAWCTSD Engineer,

NAWCTSD

Attn: Ronald Zinnato, Code 4.6.2.4
12211 Science Drive
Orlando, FL 32826-2942

NAWCTSD COR

NAWCTSD

Attn: Michael Matzko, Code 4.6.3
1905 Regulus Avenue, Suite 199
Virginia Beach, VA 23461-2011

NAWCTSD CS

NAWCTSD

Attn: Sharon Alicia, Code 2.5.3.1.2 (for PCO)
12211 Science Drive
Orlando, FL 32826-2942

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
5252.204-9503	Expediting Contract Closeout	JAN 2007
5252.232-9511	NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT	MAR 2006

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF

Pay Official DoDAAC:

Issue By DoDAAC:

Data to be entered in WAWF

N61340

Admin DoDAAC: _____
 Inspect By DoDAAC: _____
 Ship To Code: N61340
 Ship From Code: _____
 Mark For Code: _____
 Service Approver (DoDAAC): _____
 Service Acceptor (DoDAAC): _____
 Accept at Other DoDAAC: _____
 LPO DoDAAC: _____
 DCAA Auditor DoDAAC: _____
 Other DoDAAC(s): _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Name	Email	Phone	Role
Ron Zinnato	ronald.zinnato@navy.mil	(407) 380-4667	Technical Point of Contact or Contracting Officer's Representative
Michael Matzko	michael.matzko@navy.mil	(757) 492-5615	COR (acceptor)
Jim Bostick	james.bostick@navy.mil	(407) 380-4181	Program Manager (acceptor)
Sharon Alicia	Sharon.alicia@navy.mil	(407) 380-4826	Contract Specialist (View Only)

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)
 (NAVAIR)(SEP 2012)**

(a) The Contracting Officer has designated:

Michael Matzko, Code 4.6.3
 1905 Regulus Avenue, Suite 199
 Virginia Beach, VA 23461-2011
 (757) 492-5615

as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

In addition, the duties of the COR are limited to the following:

- a. The COR shall be contacted for informational purposes and is responsible for final acceptance only. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the Statement of Work in the contract.
- b. When, in the opinion of the contractor, the COR request effort outside the existing scope of the contract the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract, or until the issue has been resolved otherwise.
- c. Only a Contracting Officer has authority to make changes concerning the requirements of the subject contract.

The specific duties and responsibilities of the COR for contract surveillance are as stated in the Government Quality Assurance Surveillance Plan (Attachment 5) of the solicitation/contract. In addition, a copy of the COR Appointment Letter will be provided to the contractor with each COR appointment.

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

ALTERNATE:

NAME: _____

PHONE (BUS): _____

PHONE (AFTER HOURS): _____

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

To be completed at Contract Award.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
All other functions not listed below.	PCO and/or COR

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions FAR 42.302	Retained for Performance By:
(13) Make payments on assigned contracts when prescribed in agency acquisition regulations.	See the ADMINISTERED BY Block on the face page of the contract, modification or order.
(25) Process and execute novation and change of name agreements under Subpart 42.12.	See the ADMINISTERED BY Block on the face page of the contract, modification or order.
(57) Assign and perform supporting contract administration.	See the ADMINISTERED BY Block on the face page of the contract, modification or order.
(59) Issue administrative changes, correcting errors or omissions in typing, contractor address, facility or activity code, remittance address, computations, which do not require additional Contract funds, and other such changes.	See the ADMINISTERED BY Block on the face page of the contract, modification or order.
(65) Accomplish administrative closeout procedures.	See the ADMINISTERED BY Block on the face page of the contract, modification or order.
(70) De-obligate excess funds after final price determination.	See the ADMINISTERED BY Block on the face page of the contract, modification or order.

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

Section H - Special Contract Requirements

SECTION HH1 - CPARS PARTICIPATION

The contractor agrees to participate in the Dept of Defense Contractor Performance Assessment Reporting System (CPARs) during the performance of this contract in order to collect contractor performance data. The participation requires the contractor to obtain all required equipment, certificates and material in order to access CPARs. The CPARs collection tool and other CPARs information can be accessed at:

<http://www.cpars.gov>

Completion of this tasking shall be at no addition in contract price.

H2 - LABOR CATEGORIES

For Software Modification and Product Generation CLIN 105, the contractor shall provide a proposal in response to the Government's request only utilizing the contract labor rates established in Attachment 2, Resource Allocation Matrix in Section J to fulfill the requirement. All labor whether provided by the prime contractor or subcontractor shall fall within the labor categories established in Attachment 2, Resource Allocation Matrix in Section J.

H3 – FIXED FACTOR

For the Travel CLIN 113, only the Offeror's fixed factor stated in the CLIN shall be applicable to the total direct travel cost. This fixed factor shall include all the appropriate overhead, G&A and risk applicable to the travel cost. This fixed rate for each travel CLIN is not adjustable.

CLAUSES INCORPORATED BY REFERENCE

252.204-7000	Disclosure Of Information	AUG 2013
5252.210-9501	AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs)	AUG 2013
5252.216-9512	PAPERLESS CONTRACTING	JUN 2009
5252.217-9509	LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS	OCT 2006
5252.227-9507	NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA	OCT 2005
5252.227-9511	DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION	FEB 2009

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment N/A. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

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

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

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

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

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

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

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

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

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

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of **12 months** after the date of completion of the contract. (FAR 9.505-1(a))

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

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

a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of **12 months** after the terms of this contract. (FAR 9.505-2(b)(1))

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

[] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with **12 months** after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

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

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

- (1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) A description of the work to be performed;
- (3) The dollar amount;

- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(DEC 2014)

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, Presidents' Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.
- (c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.
- (d) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS)(NAVAIR) (OCT 2005)

- Upon determination that funds are available, oral orders may be placed providing the following are complied with:
- (a) No oral order shall exceed \$500,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.
 - (b) The contractor shall furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing the order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.
 - (c) Invoices for supplies or services furnished in response to oral orders shall be accompanied with proof of delivery or receipt.
 - (d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and shall furnish a copy thereof to the contractor.
 - (e) Written confirmation of oral orders shall be issued as a means of documenting the oral order within 7 days calendar days or oral orders shall be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

III s5252.216-9534 TASK ORDER PROCEDURES (NAVAIR)(OCT 2005)

- (a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

Any NAWCTSD Orlando Procuring Contracting Officer (PCO) in code 2.5.3

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. Applicable only to task orders not based on prices established in Schedule B. For task orders with an estimated value of greater than \$1,000.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

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

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates 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 proposal, 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.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. 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:

FAR Clause 52.232-20 Limitation of Cost (Apr 1984)

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

FAR Clause 52.232-22 Limitation of Funds (Apr 1984)

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

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 order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. 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 task order within 7 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 7 working days from the time of the oral communication amending the order.)

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Cynthia D. Armond
 12211 Science Drive
 Orlando, FL 32826-3224
 (407) 380-8460
cynthia.armound@navy.mil

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR)(MAY 2014)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost	
NONE								

(2) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

Nomenclature/Description	Part/Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost	
AIM Source Code				1	Yes		

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

[List Government material here. If none, then enter "NONE".]

Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost	
NONE							

--	--	--	--	--	--	--	--

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Schedule/Source	Nomenclature / Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost	
NONE							

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at http://www2.dla.mil/j-6/dlmso/elibrary/manuals/dlm/dlm_pubs.asp. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	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	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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 Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7002	Qualifying Country Sources As Subcontractors	AUG 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
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	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
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	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.204-9504	DISCLOSURE OF CONTRACT INFORMATION	JAN 2007

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 * _____ through * _____.

(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.

* To be completed at contract award.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,000.00** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$1,000,000.00;
- (2) Any order for a combination of items in excess of \$1,000,000.00; or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 [28 February 2022].

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.

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations and Certification section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [_____] assigned to contract number [_____].

[Contractor to sign and date and insert authorized signer's name and title].

Signature	Date
Signer's Printed Name	Signer's Title

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J**LIST OF ATTACHMENTS**

- Atch 1: DRAFT PWS #160054
 Atch 2: Resource Allocation Matrix
 Atch 3: Data Item Transmittal/Acceptance/Rejection Form 4330/60
 Atch 4: Quality Assurance Surveillance Plan (QASP)
 Atch 5: Past Performance Information Form
 Atch 6: Contractors Performance Assessment Questionnaire (CPAQ)
 Atch 7: Form DD1172
 Atch 8: Instructions for Form DD1172
 Atch 9: Government Furnished Property (GFP)

Exhibits A & B Contract Data Requirements List (CDRL)

A001	Software Product Design (SPD); Software Product Design
A002	Technical Report – Study/Service Software; Training Sessions Summary Report
A003	Technical Report – Study/Service Software; SW Technical Assessment Report
A004	Revision to Existing Government Documents; Software Function Requirements Matrix (FRM)/ AIM Change Request (ACR) Maintenance
A005	Revision to Existing Government Documents; Software Documentation (User’s Manual)
A006	Revision to Existing Government Documents; AIM Software Government Acceptance Test Procedures
A007	Test/Inspection Report; AIM Test/Inspection Report
A008	Technical Report – Study/Services; Technical Assist Visit Report
A009	Engineering Change Proposal; Software Modification Enhancement Impact Analysis
A00A	Technical Report – Study/Services; Instructional Systems Design Including Analysis Policy and Guidance
A00B	Technical Report – Study/Services; Instructional Systems Design Including Analysis for Design, Development, and all Current and Emerging Modes of Delivery Technology
B001	Operations Security (OPSEC) Plan
B002	Conference Minutes
B003	Management Plan
B004	Integrated Program Management Report (IPMR); Integrated Master Schedule (IMS)
B005	Contractor’s Progress, Status and Management Report; Monthly Status Report

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.215-6	Place of Performance	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

Other. State basis. _____

(e) Type of organization.

Sole proprietorship;

- Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____ .
- (f) Common Parent.
- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 Name and TIN of common parent:
 Name _____
 TIN _____

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [541511].
- (2) The small business size standard is [\$27.5M].
- (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 provision at 52.204-7, System for Award Management, 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 the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
 (ii) 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 SAM 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 \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, System for Award Management.
- (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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 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.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II & III) 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 \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

[] (viii) 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 SAM Website accessed through <https://www.acquisition.gov/>. After reviewing the SAM 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 SAM.

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(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 (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); 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 [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 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.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualified as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern” --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2);

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means as small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(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.

(c) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**5252.209-9511 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION (SERVICES)
(NAVAIR)(APR 1989)**

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

- Information concerning a conflict of interest, as identified in NAVAIR 5252.209-9510, is provided.
 No conflict of interest exists.

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO BIDDERS**L1 PRICE AT LINE ITEM LEVEL**

Offeror shall insert in Section B of the Schedule unit prices and amounts at the line item level for CLINs 0101, 0102, 0103, 0106, and 0107. The contractor shall perform all CLINS in accordance with Attachment 1, PWS #160054.

L2 FIRM FIXED PRICE LINE ITEMS

The Contractor shall provide CLINs (0101, 0102, and 0106) for AIM software services on a FFP per unit basis in accordance with Attachment 1, PWS #160054. The Government may place unilateral task orders at the stated FFPs for software support commencing during the ordering period through the end of the CLIN ordering periods although performance may extend beyond the contract ordering period.

The Contractor shall provide the remaining CLINs (0104, 0105, 0108, 0109, and 0110) on a negotiated FFP basis. Each task order for these services shall be proposed by the contractor when requested and negotiated with the Government utilizing the contract labor rates (Attachment 2), Resource Allocation Matrix for the labor required to perform the tasking.

The Contractor shall provide CLIN 0113 Travel on a negotiated FFP basis. Each task order for these travel services shall be proposed by the contractor when requested and negotiated utilizing the CLIN fixed factor with the Government to arrive at a FFP.

L3 CANCELLATION POLICY OF TRAINING CONVENINGS

The prices for software training sessions and technical assist visits CLINs (0102, 0106 and 0107) shall include a 10 calendar day advance cancellation notice for any training convening or tech assist visits requested on a task order. This will allow the Government to cancel these services awarded on a task order, at no cost to the Government, with a minimum of 10 calendar day advance notice for all these software training sessions and technical assist visits CLINs. The day the services is scheduled to begin is not included in the 10 calendar days calculation. In the event of a cancellation 9 or fewer days (to include the start of the services), there is no presumption the contractor will be entitled to either full or partial payment of training services that have not been conducted. The contractor shall make its best effort to mitigate cost as a result of the cancellation. The contractor shall submit a proposal with supporting documentation for the cancelled services to the Government to negotiate a settlement for the cancellation of services. In addition, the contractor is not authorized to invoice in accordance with 5252.246-9512 before settlement of cancellation with the Government.

L4 ADVANCE NOTIFICATION

The prices for CLINs 0102, 0103, and 0106 shall include 10 calendar day notification with issuance of a task order.

CLAUSES INCORPORATED BY REFERENCE

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
52.222-24	Preadward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.227-7012	Patent License And Release Contract	SEP 1999

252.227-7017 Identification and Assertion of Use, Release, or Disclosure JAN 2011
Restrictions

CLAUSES INCORPORATED BY FULL TEXT

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION
OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)**

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, 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 of 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 similar to the proposed quantities;

(B) For market-priced items, 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;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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

Naval Air Warfare Center Training Systems Division (NAWCSTD)
Contracting Officer – Cynthia D. Armound, Code 2.5.3.1.2

12211 Science Drive
Orlando, FL 32826

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

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):

<https://www.acquisition.gov/far/> or <http://www.farsite.hill.af.mil/>.

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** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**5252.209-9513 ORGANIZATIONAL CONFLICT OF INTEREST INSTRUCTIONS (SERVICES)
(NAVAIR)(JUN 1993)**

(a) In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to [Insert description of weapons system involved and contractor activities that are suspect, i.e., drafting specifications, planning requirements etc.].

(b) This solicitation contains special provision clause in Section H entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

(c) If the offeror has checked Block one of the NAVAIR 5252.209-9511, "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the 5252.209-9510, "Organizational Conflict of Interest" clause in Section H, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

(d) The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

(e) Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment [Insert attachment number]; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

- (1) a description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and

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

(f) Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

(g) Disclosure of Potential Conflict of Interest by Offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

[Provide the mailing address of the purchasing office]
ATTN: Organizational Conflict of Interest Material

(h) The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR)(FEB 1995)

The anticipated award date for this requirement is **1 March 2017**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

5252.215-9511 COST REALISM (OCT 2007) (NAVAIR)

(a) All efforts proposed on a cost reimbursement basis shall be evaluated using cost realism. Cost realism analysis is conducted to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work and the offeror's ability to perform the work. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs may be considered a reflection of a lack of understanding of the work required and may be considered in the technical analysis, which could affect the technical rating or risk assessment.

(b) An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost/price should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb certain costs, the offeror shall fully identify and explain those company investments. The resulting contract shall include a clause indicating that those costs will not be allowable.

(c) Any significant inconsistency if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and its financial ability to perform the contract, and may affect risk assessments and responsibility determinations.

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

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

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

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

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

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

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

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

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

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

5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest" of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

*The Chief of the Contracting Office (AIR-2.5.3)

Timothy P. Cichon, CCO
Naval Air Warfare Center Orlando (NAWCTSD)
12211 Science Drive
Orlando, FL 32826

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

INSTRUCTIONS TO BIDDERS

L – (1) CONTENT OF PROPOSALS (Services)

PART A GENERAL INSTRUCTIONS

1.0 GENERAL

The Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror is advised that the Government may incorporate any portions of the Offeror's proposal into the resulting contract.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization shall be emphasized during proposal preparation. Statements that the prospective Offeror understands, can comply with, or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may result in assessing weaknesses and/or deficiencies.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to clearly address a specific factor may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may result in a deficient proposal and elimination from consideration.

Throughout these instructions, a "principal subcontractor" is defined as a subcontractor who provides at least 20% of the proposed total price/cost (excluding the Offeror's profit/fee), for the contract or provides one or more Key Personnel. "JV Team member" is defined as one of the entities that make up a joint venture (JV) formed for the purpose of responding to this solicitation.

Questions: Offerors may submit questions requesting clarification of solicitation requirements by emailing the contract specialist at sharon.alicia@navy.mil. It is required that all questions be received within 10 calendar days of the date this solicitation is issued.

2.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 pt Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented.

The Offeror will provide one complete copy of the proposal to the Procuring Contracting Officer (PCO) as electronic files fully compatible with Microsoft [Office 2010] and for information not supported by MS Office products, with the latest Adobe Acrobat reader on a CD-ROM. The Offeror will ensure that the Price/Cost Volume is provided on a separate CD-ROM. Each CD-ROM is to be labeled for content and the Offeror's name. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence.

3.0 PROPOSAL CONTENT AND VOLUMES

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its Volume/paragraph numbers match the Proposal Instructions Volume/paragraph number provided in section "Part B Specific Instructions" to which it is responding, although the Offeror may add lower tier subparagraphs. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in the Offeror's proposal.

Each volume of the proposal shall be submitted as one original, two additional copies, and one electronic version as specified in the table below. The table below supersedes the copies requested in Block 9 of the Standard Form (SF) 33. All volumes of the original proposal shall be delivered to the address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Page limitations for each volume, if any, are also specified in the table below; title and table of contents pages do not count towards the page limit. Any pages submitted exceeding the page limit shall be disregarded and NOT evaluated.

Volume Number	Volume Title	Page Limit	Copies Required
1	PAST PERFORMANCE	<i>As Needed</i>	<i>Paper Copies: 1 Original/ 2 Copies Electronic Copy: 1 Original</i>
2	TECHNICAL- <i>SW Development and Configuration Management Technical Approach</i>	75*	<i>Paper Copies: 1 Original/ 2 Copies Electronic Copy: 1 Original</i>
3	PRICE	<i>As Needed</i>	<i>Paper Copies: 1 Original/ 2 Copies Electronic Copy: 1 Original</i>

*Page limitation does not include Resource Allocation Matrix (Atch 2).

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address, and POC
- RFP number
- Proposal volume/book number
- Copy number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- Use tabs and dividers

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify where other relevant information in the proposal is located. The CRM does not count against any of the proposal page limitations.

EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government PWS	Section M – Evaluation Factor	Offeror’s Proposal Reference	CLIN Reference
Volume 1 Past Performance	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the Performance Work Statement.	2.A	Provide reference to Offeror’s Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror’s written proposal	
Volume 2 Technical				
Volume 3 Price				

4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP. However it is requested that Volume 1 Volume 1 Past Performance CPAR information shall be submitted [14] days prior to the submission date specified in Block 9 of the SF 33 of the RFP.

Offeror shall submit proposals via United States Postal Service or through a commercial carrier using the address provided below. Offeror shall not submit proposals by facsimile or electronically via email.

Naval Air Systems Command
Code: AIR-2.5.3.1.2 (Sharon Alicia)
12211 Science Drive
Orlando, FL 32826-3224
Phone: 407-380-4826
Solicitation Number: N61340-17-R-0012

Hand carried proposals may be delivered to the address above, attention (PCO) and/or (Specialist).

5.0 PROPOSAL PACKAGING:

The Offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each container shall be single person portable. One container shall include all Original Proposal volumes including the original/signed documents submitted as part of Volume 3 Price.

Each box should include a packing slip detailing the contents to include the volume number, title, and copy number. Also, each box should be stamped or marked “For Official Use Only” and “Source Selection Information – See FAR-2.101 and 3.104.”

6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

7.0 SOLICITATION CHANGES

For notice of any changes and additional information provided by the Government for the solicitation, please go to www.fbo.org.

PART B SPECIFIC INSTRUCTIONS

Cost or pricing information shall only appear in the Price volume.

1.0 VOLUME 1: FACTOR A - PAST PERFORMANCE

Sources of past performance evaluation information include information provided by the Offeror in response to the solicitation information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

The Offeror shall complete the Past Performance Information Form, Attachment 5, for each past performance reference performed **within three years** of the solicitation release date. The Offeror shall submit **no more than three** Past Performance Information Forms as the Prime Contractor, **no more than two forms** for each principal subcontractor, and/or no more than **two forms** for each Joint Venture (JV) team member. The Offeror shall submit written consent from their principal subcontractor(s) and team member(s) that will allow the Government to coordinate any past performance issues directly with the Offeror. If the Offeror does not submit the written consent, the Government will address any past performance issues directly with the principal subcontractor or JV Team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractor and JV team member that does not provide the written consent, the Offeror shall provide the name, address, phone number, and email address with whom the Government may address any past performance issues.

The primary source of past performance information will be PPIRS. If a Contractor Performance Assessment Report (CPAR) exists for multiple years for the same contract/order, all periods of performance for that contract/order will be used for evaluation. In the event a CPAR does not exist for a past performance reference, the Offeror shall submit a Contractor Performance Assessment Questionnaire (CPAQ), Attachment 6, to the Contracting Officer Representative (COR) who is the Assessing Official. Furthermore, the Offeror shall notify via e-mail Sharon Alicia, Contract Specialist, at Email: sharon.alicia@navy.mil, of their intent to submit the CPAQ with the proposal submission. The Offeror shall include instructions for the COR to send completed questionnaires within **14 days** of its receipt via e-mail to Sharon Alicia, Contract Specialist, thereby allowing the customer approximately two weeks to complete their responses. All completed CPAQs shall be received by the Government concurrently with the Offeror's proposal submission.

The Offeror shall populate the Past Performance Relevancy Matrix below. The past performance relevancy will be assessed for contracts and/or tasks executed within **three years** of the solicitation release date that provided similar service/support effort, were similar in complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes.

PAST PERFORMANCE RELEVANCY MATRIX

Reference	Type Of Work Performed (Scope) ¹	Contract Dollar Value (annualized value) (Magnitude)	Dollar Amount Of The Effort Actually Performed Under the contract (annualized amount)	Complexity Of The Effort (# of sites, # of platforms, security level, complexity of devices, etc...)	Contract Type	Division Of The Company That Will Perform The Work	Period of Performance Dates (Add: Go if Recent. No Go if not Recent.)
RFP Requirement	Software Engineering, and life cycle support			List the tasks that comprise the complexity of the effort. Examples: List Complex Tasks Level of Accreditation / Certifications Number of Locations List the Complexity and Types of software and software used / supported Security Clearance required Initialization/Transition time allowed Logistics	FFP, CPFF, Etc.		
Sample Past Performance Program 1 (P1)	(Scope) Copy the list of applicable topics from the "RFP Requirement" row above and delete those not listed in the P1 contract.			(Complexity) Copy the list of applicable tasks from the "RFP Requirement" row above and delete those not listed in the P1 contract.			
Sample Past Performance Program 2 (P2)	(Scope) Copy the list of applicable topics from the "RFP Requirement" row above and delete those not listed in the P2 contract.			(Complexity) Copy the list of applicable tasks from the "RFP Requirement" row above and delete those not listed in the P2 contract.			
Sample Past Performance Program 3 (P3)	(Scope) Copy the list of applicable topics from the "RFP Requirement" row above and delete those not listed in the P3 contract.			(Complexity) Copy the list of applicable tasks from "RFP Requirement" row above and delete those not listed in the P3 contract.			

2.0 VOLUME 2: FACTOR B - TECHNICAL

The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The Offeror shall address the following in the proposal:

A. Sample Task- AIM Software Modification and Configuration Management Approach :

Sample Task– AIM Software Modification
The executive agent for Ready Relevant Learning has requested a process where Sailors can satisfy formal classroom training requirements with a combination of On the Job Training (OJT) and Personnel Qualification Standards (PQS) capable of being facilitated on mobile technologies. This will require an AIM modification to create dual training paths, either traditional or OJT, where Occupational Standards (OCCSTD) based job requirements may be satisfied by either method. The explicit requirements and results from both paths will require interfaces with several existing training data repositories. In support of this initiative, the means to create Rate Training Manuals (RTMs) and PQS within AIM has been suggested as they may directly link to OCCSTDs in AIM. Describe in detail the proposed technical approach required to implement this change.

The Offeror shall describe / illustrate its technical approach for the execution of the above stated sample task. The sample task is representative of the types of task orders that are issued to fill the requirements specified in the RFP and the PWS. Describe the technical approach and procedures to accomplish the sample task including the following elements in the proposed technical approach (as applicable):

1. Analysis
2. Software engineering & configuration management

3. Testing
4. Schedule of key events
5. Labor categories required to accomplish sample task.
6. Labor hours per category required to accomplish sample task

3.0 VOLUME 3: PRICE PROPOSAL

If subcontractors are proposed, they shall provide the same information required for the prime contractor, unless otherwise noted below.

3.1 Volume Content:

(a) This Volume shall contain the Contract Compliance information specified below as follows:

i. Offeror Summary Table: The Offeror shall complete the table below. The Offeror shall include all subcontractors and JV team members who will be involved with the performance of the contract and list all sites where the work will be performed. If a JV teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship.

Contractor Name (Indicate Prime, JV Team Member, or Sub)	Place of Performance/	CAGE CODE/DUNS #	Brief Work Description and/or Program Responsibility	% of Total Proposed Price

ii. Signed SF33 or SF1449 for basic solicitation and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response.

iii. Signed Representations, Certifications, and Acknowledgements and/or Online Representations and Certifications Application (ORCA) reference

iv. Guarantee the length of proposal validity (for at least [120] days after proposal submission).

(b) This Volume shall also contain a copy of Section B with the Contract Line Item (CLIN) Unit Prices and, for evaluation purposes, the Total Prices filled in using the estimated quantities value in the solicitation and the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2010 Excel format on CD-ROM media. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.

(c) All price and price supporting information shall be contained in Section B and the price proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price proposal.

3.2 Ground Rules and Assumptions:

(a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

(b) The Offeror shall provide sufficient information to support its price/cost as well as an explanation of all ground rules and assumptions that affect the price/cost estimates.

3.3 Resource Allocation Matrix

The Offeror shall complete the Resource Allocation Matrix, Attachment 2. Several labor categories have been identified by the government in the spreadsheet and may or may not be all inclusive. The Offeror may tailor this spreadsheet as necessary.

3.3.1 Fixed Fully Burdened Hourly Rates

The Offeror shall insert fixed fully burdened labor rates for each labor category identified in the Resource Allocation Matrix spreadsheet. The fixed burdened labor rates shall include its direct labor rate and all other applicable and allowable direct costs and/or indirect costs, excluding fee. The fixed burdened labor rates shall also use a 40-hour week for conversion of salaried employees to hourly basis. The proposed compensation levels should reflect a clear understanding of work to be performed. The fixed fully burdened labor rates must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

3.3.2 Travel

The Offeror shall propose a fixed factor for all CLINs where travel is required. The fixed factor includes all appropriate indirect rates applicable and allowable to travel; including costs the Offeror may incur having a subcontractor. Fee shall not be included in any of the fixed factors. Travel will be paid in accordance with 5252.232-9509, with the applicable fixed factor.

3.3.3 Fee

The Offeror shall provide its fixed fee rate in the proposal. The contract will contain the Offeror's proposed fixed fee dollar amount, which is the fee percentage multiplied by the Offeror's total estimated price, excluding travel and material. No fee shall be applied to travel and material. The proposed fixed fee shall not exceed the statutory limitations specified in FAR section 15.404-4(c)(4)(i)(C).

This requirement is being set-aside for a Woman Owned Small Business (WOSB). Provide a breakout to demonstrate how the prime contractor will perform at least 50% of the cost of the contract incurred for personnel with its own employees for each period of performance in accordance with FAR clause 52.219-14. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.

3.4 Other Costs

The Offeror shall identify additional costs that would be incurred that have not been identified in the solicitation and describe in detail the performance that would cause these costs. Also, describe any assumptions with regard to Government actions (e.g., providing resources whether it be equipment or people) that enabled the proposed price/cost to be lower and identify the amount by which it is lower.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

EVALUATION FACTORS FOR AWARD**M - (1) EVALUATION FACTORS FOR AWARD (SERVICES)****PART A: GENERAL INFORMATION****1.0 GENERAL**

The Government expects to select one Offeror whose proposal offers the “best value” to the Government, all factors considered. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

2.0 EVALUATION PROCESS

Under Past Performance, the Government will evaluate recent performance to determine how well an Offeror has performed work similar to the work required by the solicitation. When proposals are received from joint ventures, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider each individual subcontractor or JV team member’s relevant past performance. After evaluating the Offeror’s past performance information, a Performance Confidence Assessment Rating will be assigned. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance. In the case of an Offeror without a record of relevant past performance, the Offeror will receive a Performance Confidence Assessment Rating of “Unknown Confidence (Neutral)” which is considered a “Neutral” rating.

For the Technical factor(s), a combined Technical/Risk rating will be assigned. This method reflects whether the proposal meets or does not meet the minimum requirements along with an assessment of the strengths, weaknesses, significant weaknesses, and deficiencies of the proposal to determine the combined Technical/Risk rating. The benefit to the Government associated with assessed strengths along with technical risk will be considered in determining whether the Offeror’s proposal rises to a level of being thorough or exceptional. Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor with an “Unacceptable” Technical/Risk Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

3.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors listed below.

- A. Past Performance
- B. Technical
 - 1) SW Modification and Configuration Management Approach
- C. Price

Past Performance is more important than Technical. Past Performance and Technical, when combined, are significantly more important than Price.

The government will not average or balance Unsatisfactory or Marginal sub-factor ratings with higher ratings, but will use objective analysis based on factual data to determine the Factor ratings.

Proposal information provided for one factor may be used to assess other factors. In addition, the Offeror's Technical proposal is reviewed to determine if it is consistent with the price proposal.

For the Technical factor, a proposal rating and proposal risk is assigned. The proposal rating is an assessment of the Offeror's approach in meeting the solicitation requirements. The proposal risk will address the potential impacts of the proposed approach on performance, schedule, and price in achieving solicitation requirements.

A deficiency resulting in an "unsatisfactory" technical proposal rating for any sub-factor may result in the entire proposal being found unacceptable and eliminated from the competition.

For the Past Performance factor, a past performance risk is assigned. The past performance risk will address the probability that the Offeror will successfully accomplish the contract requirements based on the Offeror's (including subcontractors' and/or team members') relevant past performance. In the case of an Offeror without a record of past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance and the Offeror will receive a rating of "unknown." Under Past Performance, the government will evaluate how well an Offeror has performed similar work. When proposals are received from contractor entities (e.g. teams, joint ventures) specifically formed to propose on a particular acquisition, the past performance evaluation will consider each individual team member.

PART B: SPECIFIC INFORMATION

1.0 PAST PERFORMANCE

There are three aspects to the past performance evaluation: recency, relevancy, and quality. The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. Past performance will be considered recent if the contract/order has been performed within three years of the solicitation release date. Past Performance that is not recent will not be considered in the evaluation.

The second aspect of the past performance evaluation is to evaluate how relevant the Past Performance being evaluated is to the requirements of this solicitation. The past performance relevancy will be assessed for contracts and/or tasks executed within three years of the solicitation release date that provided similar service/support effort, were similar in complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes. Past performances that are not within three years of the solicitation will not be considered in the evaluation.

In determining relevancy, the Government will assess the scope, magnitude, and complexity of the past performance efforts provided in the Past Performance Relevancy Matrix described in Section L, Part B, Volume 1, Factor A which shall be submitted **[14] days** prior to the submission date specified in Block 9 of the SF 33of the RFP.

The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent relevant, past performance. The Government will evaluate the offeror, principal subcontractors, and JV team members performance and focus its evaluation on the following areas: 1) meeting technical requirements, i.e., the quality of technical performance; 2) meeting schedule requirements, e.g., on time or late delivery; 3) controlling contract cost; 4) managing the contracted effort; 5) utilization of small business (if applicable); 6) regulatory compliance, and 7) the demonstrated systemic improvement actions taken to resolve past problems. A separate quality rating will not be assigned, rather the past performance confidence assessment rating is based on the Offeror's overall record of past performance taking into account the recency, relevancy, and quality of performance.

2.0 TECHNICAL

The evaluation will include an assessment of SW Modification and Configuration Management approach to complete the sample task identified in Section L, Part B, Factor B-Technical.

3.0 PRICE

Firm Fixed Price CLINs:

Each Offeror's price proposal will be evaluated to determine whether it is complete, reasonable, and whether it contains balanced unit pricing. In its evaluation, the Government will perform a price analysis to assess if the Offeror's proposed price is fair and reasonable. The Government may use various price analysis techniques such as a comparison of the offeror's proposed price to competing offerors' prices in response to this solicitation, comparison to historical pricing for same or similar DoD contracts, comparison to the Government's independent price estimate, comparison to commercial and/or industry standards, among other techniques to perform the price analysis. The total evaluated price will be the sum of the Base Period CLINs plus the sum of all Option Period CLINs. The evaluation will not bind the Government to exercise of any of the options.

In addition, with the exception of those costs to the Government that are equal to all Offerors, adjustments to the total proposed price will be made for Government costs required to accomplish the Offeror's proposed approach (e.g., additional Government-Furnished Equipment/Government-Furnished Information required by the Offeror to implement its approach).

Overall Summary Level for all CLINs

Normally, competition establishes price reasonableness. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the PCO determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR 15.403-1(b) apply, the Offeror may be required to provide certified cost and pricing data in accordance with FAR 15.403-4.

As this is a set-aside competition, the contractor's compliance to FAR Clauses 52.219-14 "Limitation On Subcontracting," 52.219-27 "Notice of Total Service-Disabled Veteran-Owned Business Set Aside," or 52.219-3 "Notice of Total HUBZone Set Aside," as applicable, will be evaluated. An Offeror's proposal that fails to meet the limitation on subcontracting during each period of performance shall not be considered for award.

Prospective Offerors are forewarned that if there are discrepancies between Section B and Volume 3 Narrative, Section B prevails.

4.0 EVALUATION OF OPTIONS

Clause 52.217-8, Option to Extend Services, is incorporated in the solicitation. Total evaluated price will also include the six month performance period permitted under the clause, to account for a situation where invoking of the clause, in whole or part, becomes necessary. Specifically, the evaluated price of this six-month period will be calculated by dividing the (CLINS 0102 - 0110) to establish an estimate monthly amount. The monthly amount will then be multiplied by six to establish the estimated price for the six-month option to extend services.

PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

1.0 EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach. The appropriate adjectival rating will be assigned to each factor as required. The Government will utilize a combined technical/risk rating for this effort.

2.0 PAST PERFORMANCE RELEVANCY RATINGS

Past Performance Relevancy Ratings: More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

In determining relevancy, the Government will assess the scope, magnitude, and complexity of the past performance efforts provided in the Past Performance Relevancy Matrix described in Section L, Part B, Volume 1, Factor A. This includes the similarity of the service and support effort, the contract dollar value, the dollar amount of the effort actually performed under the contract, the contract type; the type of work performed; the complexity of the effort; the division of the company that will perform the work; and, the period of performance. Another aspect of relevancy is how recently the performance occurred. Generally, more recent performance is more relevant than less recent performance, all things being equal. Any contract deemed to be "Not Relevant" will receive no further consideration, with no opportunity to submit a replacement.

The past performance relevancy ratings & definitions below will be used by the Government to categorize how relevant a past performance effort is to this requirement.

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

After relevancy is established, the Government will evaluate the offeror's demonstrated past performance in the following CPARs/CPAQs areas:

- Quality
- Schedule
- Cost Control
- Management
- Regulatory Compliance

3.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the

Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

The Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record.

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

4.0 TECHNICAL EVALUATION RATINGS

The Government will utilize a combined technical/risk rating for this effort.

Combined Technical/Risk Ratings: The combined technical/risk assignments are provided in the table below.

COMBINED TECHNICAL/RISK RATING	
Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

5.0 OTHER DEFINITIONS

Strengths: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. (FAR15.001)

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

Deficiency: a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

Recency: as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy: as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Risk: as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, the need for increased Government oversight, and the likelihood of unsuccessful contract performance