SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
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2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N61340-16-R-0009	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	13 Jan 2016	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)	CODE
NAWCTSD 253 12211 SCIENCE DRIVE (25331) ORLANDO FL 32826-3224 TEL: FAX:	N61340	**See Item 7** TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 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 See Section L, Part A, 5.0 until 02:00 PM (Hour) local time 18 Feb 2016 (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
	MICHAEL A. GLAZER	(407) 380-4478	michael.a.glazer@navy.mil

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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.	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: ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

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
0001		1	Each		

MQ-8C FIRESCOUT MAINTENANCE GAP ANALYSIS
FFP
IN ACCORDANCE WITH STATEMENT OF WORK 150026, APPENDIX A
FOB: Destination

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		

MQ-8C FIRE SCOUT OPERATOR COURSEWARE
FFP
IN ACCORDANCE WITH STATEMENT OF WORK 150025
FOB: Destination

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		
OPTION	MQ-8C AIRFRAMES AND POWER PLANTS COURSE FFP IN ACCORDANCE WITH STATEMENT OF WORK 150026, APPENDIX C FOB: Destination				

NET AMT

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		
OPTION	MQ-8C AVIONICS AND ELECTRICAL COURSE FFP IN ACCORDANCE WITH STATEMENT OF WORK 150026, APPENDIX B FOB: Destination				

NET AMT

PSC Code 6910

SUPPLIES OR SERVICES/PRICES

Please note that all CLINs of this Delivery Order correspond to CLIN 2012, Lot II, Functional Area 2, Firm Fixed Price (FFP) of the Training Data Products Contract, Multiple Award Contract (TDPC MAC).

B.1 CLAUSES AND PROVISIONS

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
(b) Clauses and provisions in this document are numbered in sequence, but will not necessarily appear in consecutive order.
(c) Sections K, L and M will be physically removed from any resultant award, but Section K will be deemed to be incorporated by reference in the award.

B.2 TDPC MAC CLAUSES

Section B Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section B clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

B.3 OPTION EXERCISE

The Government reserves the right to unilaterally exercise the options for any or all of the individual line items at any time within the exercise periods of each item. Individual line items may be exercised at different times as long as each is exercised within the applicable option exercise period. The prices set forth here shall apply at the time the options are exercised.

Section C - Descriptions and Specifications

SECTION C

Item 0001 – The contractor shall provide the supplies, services, facilities and materials necessary to develop and deliver the MQ-8C courseware in accordance with Attachment 1, "Statement of Work (SOW) 150026 for MQ-8C Fire Scout Maintenance Courseware Development, Appendix A: MQ-8C Fire Scout Maintenance Gap Analysis Requirements." The contractor shall provide administrative and technical data in accordance with Contract Data Requirements List (CDRL) DD Form 1423, Exhibits B and F, inclusive of annexes if applicable.

Item 0002 – The contractor shall provide the supplies, services, facilities and materials necessary to develop and deliver the MQ-8C courseware in accordance with Attachment 2, "Statement of Work (SOW) 150025 for MQ-8C Fire Scout Operator Courseware Development" The contractor shall provide administrative and technical data in accordance with Contract Data Requirements List (CDRL) DD Form 1423, Exhibits B and F, inclusive of annexes if applicable.

Item 0003 – The contractor shall provide the supplies, services, facilities and materials necessary to develop and deliver the MQ-8C courseware in accordance with Attachment 1, "Statement of Work (SOW) 150026 for MQ-8C Fire Scout Maintenance Courseware Development, Appendix C: MQ-8C Airframes and Power plants Organizational Maintenance Course Requirements." The contractor shall provide administrative and technical data in accordance with Contract Data Requirements List (CDRL) DD Form 1423, Exhibits B and F, inclusive of annexes if applicable.

Item 0004 – The contractor shall provide the supplies, services, facilities and materials necessary to develop and deliver the MQ-8C courseware in accordance with Attachment 1, "Statement of Work (SOW) 150026 for MQ-8C Fire Scout Maintenance Courseware Development, Appendix B: MQ-8C Avionics and Electrical Organizational Maintenance Course Requirements." The contractor shall provide administrative and technical data in accordance with Contract Data Requirements List (CDRL) DD Form 1423, Exhibits B and F, inclusive of annexes if applicable.

C.1 TDPC MAC CLAUSES

Section C Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section C clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY FULL TEXT

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

The Contractor's Technical Proposal Number [TBD at contract award], dated [TBD at contract award], 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.

Section D - Packaging and Marking

SECTION D

Items 0001 – 0004 – The supplies to be furnished hereunder shall be adequately packaged and marked in accordance with the best commercial practices to ensure safe delivery to the destination. The contractor shall package and mark data in accordance with Contract Data Requirements List (CDRL) DD Form 1423, Exhibits B and F, inclusive of annexes if applicable.

D.1 TDPC MAC CLAUSES

Section D Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section D clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows: See Section F

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

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

E.1 TDPC MAC CLAUSES

Section E Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section E clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Alma Sorensen; alma.sorensen@navy.mil; (407) 380-4674.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

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 (Attachment 3). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

F.1 NOTIONAL SCHEDULE

CLIN	CONFERENCE	FREQUENCY (minimum)	DURATION (maximum)	LOCATION	CLINs
ALL	Post Award Conference (PAC)	1	1 day	Contractor's facility	1 PAC shall address CLINs 0001 – 0004
ALL	In Process Reviews (IPRs)	Quarterly	1 day each	Contractor's facility	Each IPR shall address CLINs 0001 - 0004
1	MQ-8C Mx Gap Analysis Data Gathering Trips	3	5 days	Navy Base Ventura County (NBVC) or NAS Norfolk	CLIN 0001
2	MQ-8C Operator Content Design Meetings (CDMs)	4	3 days	Contractor's facility	CLIN 0004
2	MQ-8C Operator Data Gathering Trips	3	5 days	Navy Base Ventura County (NBVC) or NAS Norfolk or Naval Air Station North Island (NASNI)	CLIN 0004
3	MQ-8C MECH Content Design Meetings (CDMs)	4	3 days	Contractor's facility	CLIN 0003
3	MQ-8C MECH Data Gathering Trips	3	5 days	Navy Base Ventura County (NBVC) or NAS Norfolk	CLIN 0003
3	MQ-8C MECH Government Acceptance Testing (GAT)/Final Inspection (Pilot)	1	6 weeks	NAS Norfolk	CLIN 0003
4	MQ-8C TECH Content Design Meetings (CDMs)	4	3 days	Contractor's facility	CLIN 0002
4	MQ-8C TECH Data Gathering Trips	3	5 days	Navy Base Ventura County (NBVC) or NAS Norfolk	CLIN 0002
4	MQ-8C TECH Government	1	8 weeks	NAS Norfolk	CLIN 0002

	Acceptance Testing (GAT)/Final Inspection (Pilot)				

F.2 TDPC MAC CLAUSES

Section F Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section F clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

DELIVERY SCHEDULE

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	6 mths. ADC	1	NAS PATUXENT RIVER LCDR ELIZABETH HERNANDEZ PMA-266 DEPUTY APMTS, 22707 CEDAR POINT RD, B PATUXENT RIVER MD 20670 FOB: Destination	N61340
0002	18 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0003	18 mths. After Date of Option Exercise*	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0004	18 mths. After Date of Option Exercise*	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

*The Contracting Officer may exercise the option by written notice to the Contractor between six to twelve months after contract award

CLAUSES INCORPORATED BY FULL TEXT

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 B & F, 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.

(1) PCO, Code 2535.

(2) ACO, Code TBD.

(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:

CLIN 0001 – MQ-8C FIRE SCOUT MX GAP ANALYSIS

Title	Name	Email	Phone
NAWCTSD ISD LEAD	Alma Sorensen	alma.sorensen@navy.mil	407 380 4674
NAWCTSD Mx Lead ISD	Viola Finch	viola.finch@navy.mil	407 380 4377
NAWCTSD PCO	Mona Zahid	mona.zahid@navy.mil	407 380 8446
NAWCTSD CONTRACT SPECIALIST	Michael Glazer	michael.a.glazer@navy.mil	407 380 4478
NAWCTSD PJM	Greg Studds	gregory.studds@navy.mil	407 380 8040
CNATT N7 LEAD	Sam Rozier	samuel.l.rozier@navy.mil	812 854 2894
CNATT N9 LEAD	Dwayne Watts	dwayne.watts@navy.mil	850 452 9700
CNATT N96 LEAD	Kevin Nelms	kevin.b.nelms@navy.mil	850 452 8223
CNATTU NASNI SME LEAD	Mark Turnowicz	mark.turnowicz@navy.mil	619 767 1208
CNATTU Norfolk SME LEAD	Karen Mason	karen.mason1@navy.mil	757-445-1687
PMA-266 APMTS	LCDR Elizabeth Hernandez	elizabeth.a.hernandez@navy.mil	301 757 7405
PMA-266 DAPMTS	Alan Devito	alan.devito@navy.mil	301 757 6745

CLIN 0002 – MQ-8C OPERATOR COURSEWARE

Title	Name	Email	Phone
NAWCTSD ISD LEAD	Alma Sorensen	alma.sorensen@navy.mil	407 380 4674
NAWCTSD ISD	Matia Green	matia.green@navy.mil	407-380-8361
NAWCTSD ISD	Larry Beach	larry.beach@navy.mil	407 380 8568
NAWCTSD PCO	Mona Zahid	mona.zahid@navy.mil	407 380 8446
NAWCTSD CONTRACT SPECIALIST	Michael Glazer	michael.a.glazer@navy.mil	407 380 4478
NAWCTSD PJM	Greg Studds	gregory.studds@navy.mil	407 380 8040
HSC-4 SME Lead	LT Caleb Levee	caleb.levee@navy.mil	619 545 5335
HSC-2 SME LEAD	LT Adam Wagler	adam.wagler@navy.mil	757 444 1161
HSCWSP ISD LEAD	William Glasheen	william.glasheen@navy.mil	619 767 7359
PMA-266 APMTS	LCDR Elizabeth Hernandez	elizabeth.a.hernandez@navy.mil	301 757 7405
PMA-266 DAPMTS	Alan Devito	alan.devito@navy.mil	301 757 6745

CLIN 0003 – MQ-8C AIRFRAMES AND POWER PLANTS ORGANIZATIONAL MAINTENANCE COURSEWARE

Title	Name	Email	Phone
NAWCTSD ISD LEAD	Alma Sorensen	alma.sorensen@navy.mil	407 380 4674
NAWCTSD Mx Lead ISD	Viola Finch	viola.finch@navy.mil	407 380 4377
NAWCTSD ISD	TBD		

NAWCTSD PCO	Mona Zahid	mona.zahid@navy.mil	407 380 8446
NAWCTSD CONTRACT SPECIALIST	Michael Glazer	michael.a.glazer@navy.mil	407 380 4478
NAWCTSD PJM	Greg Studds	gregory.studds@navy.mil	407 380 8040
CNATT N7 LEAD	Sam Rozier	samuel.l.rozier@navy.mil	812 854 2894
CNATT N9 LEAD	Dwayne Watts	dwayne.watts@navy.mil	850 452 9700
CNATT N96 LEAD	Kevin Nelms	kevin.b.nelms@navy.mil	850 452 8223
CNATTU NASNI SME LEAD	Mark Turnowicz	mark.turnowicz@navy.mil	619 767 1208
CNATTU SME LEAD	Karen Mason	karen.mason1@navy.mil	757-445-1687
PMA-266 APMTS	LCDR Elizabeth Hernandez	elizabeth.a.hernandez@navy.mil	301 757 7405
PMA-266 DAPMTS	Alan Devito	alan.devito@navy.mil	301 757 6745

CLIN 0004 – MQ-8C AVIONICS AND ELECTRICAL ORGANIZATIONAL MAINTENANCE COURSEWARE

Title	Name	Email	Phone
NAWCTSD ISD LEAD	Alma Sorensen	alma.sorensen@navy.mil	407 380 4674
NAWCTSD Mx Lead ISD	Viola Finch	viola.finch@navy.mil	407 380 4377
NAWCTSD ISD	TBD		
NAWCTSD PCO	Mona Zahid	mona.zahid@navy.mil	407 380 8446
NAWCTSD CONTRACT SPECIALIST	Michael Glazer	michael.a.glazer@navy.mil	407 380 4478
NAWCTSD PJM	Greg Studds	gregory.studds@navy.mil	407 380 8040
CNATT N7 LEAD	Sam Rozier	samuel.l.rozier@navy.mil	812 854 2894
CNATT N9 LEAD	Dwayne Watts	dwayne.watts@navy.mil	850 452 9700
CNATT N96 LEAD	Kevin Nelms	kevin.b.nelms@navy.mil	850 452 8223
CNATTU NASNI SME LEAD	Mark Turnowicz	mark.turnowicz@navy.mil	619 767 1208
CNATTU SME LEAD	Karen Mason	karen.mason1@navy.mil	757-445-1687
PMA-266 APMTS	LCDR Elizabeth Hernandez	elizabeth.a.hernandez@navy.mil	301 757 7405
PMA-266 DAPMTS	Alan Devito	alan.devito@navy.mil	301 757 6745

Section G - Contract Administration Data

G.1 TDPC MAC CLAUSES

Section G Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section G clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY REFERENCE

252.204-0001 Line Item Specific: Single Funding SEP 2009

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

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

See Section F

(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	Data to be entered in WAWF

Pay Official DoDAAC:	TBD
Issue By DoDAAC:	N61340
Admin DoDAAC:	TBD
Inspect By DoDAAC:	N61340
Ship To Code:	TBD
Ship From Code:	TBD
Mark For Code:	See Section F
Service Approver (DoDAAC):	
Service Acceptor (DoDAAC):	
Accept at Other DoDAAC:	
LPO DoDAAC:	
DCAA Auditor DoDAAC:	
Other DoDAAC(s):	

(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.
elizabeth.a.hernande@navy.mil,alma.sorensen@navy.mil, michael.a.glazer@navy.mil

(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.

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

Ms. Alma Sorensen
12211 Science Drive
Orlando, FL 32826
407-380-4674
Alma.sorensen@navy.mil

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquires.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

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

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9501 SUBMISSION OF INVOICES (FIXED PRICE) (NAVAIR) (OCT 2005)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 1 copy to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRP), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRP used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

[X] a separate invoice for each activity designated to receive the supplies or services.
[__] a consolidated invoice covering all shipments delivered under an individual order.
[__] either of the above.
(f) If acceptance is at origin, the contractor shall submit the MIRP or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

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:
FAR 42.302(a)(3) Conduct post-award orientation conferences.	PCO
FAR 42.203(a)(40)(41)(44) and (46)	TPOC
FAR 42.203(a)(58)	TPOC

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

Additional Functions	Retained for Performance By:
N/A	

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

Section H - Special Contract Requirements

H.1 TDPC MAC CLAUSES

Section H Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section H clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR)(SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (AUG 2013)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at https://assist.dla.mil/online/start/. To access these documents, select the Quick Search link on the site home page.

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:

Mona Zahid
12211 Science Drive
Orlando, FL 32826
(407) 380-8446
mona.zahid@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: N/A

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost	

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

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	

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

Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost	

(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. N/A

Schedule/Source	Nomenclature / Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost	

(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

I.1 TDPC MAC CLAUSES

Section I Contract clauses under the Training Data Products Contract (TDPC) Indefinite Delivery/Indefinite Quantity Multiple Award Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. Duplicated Section I clauses from the Basic have been retained to provide detailed "fill-in" information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

CLAUSES INCORPORATED BY REFERENCE

52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.222-50	Combating Trafficking in Persons	MAR 2015
52.232-13	Notice Of Progress Payments	APR 1984
52.232-16	Progress Payments	APR 2012
52.243-1	Changes--Fixed Price	AUG 1987
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.227-7020	Rights In Special Works	JUN 1995
252.232-7004	DOD Progress Payment Rates	OCT 2014

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor between six to twelve months after contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J
Attachments

Attachment 1 Statement of Work (SOW) 150026 for MQ-8C Fire Scout Maintenance Courseware Development dated 11 September 2015

Attachment 2 Statement of Work (SOW) 150025 for MQ-8C Fire Scout Operator Courseware Development dated 11 September 2015

Attachment 3 NAWCTSD Data Item Transmittal (DIT) Form

The following attachments are pre-award only and will not be included in the final contract:

Attachment 4 RFP N61340-16-R-0009 Question/Comment Form

Attachment 5 CPARS Update Questionnaire

Attachment 6 Past Performance Questionnaire

Attachment 7 Certificate of Non-Disclosure

Exhibits

Exhibit 1 MQ-8 CDRL Listing:

CDRL TITLE	EXHIBIT NUMBER FOR CLIN 0001	EXHIBIT NUMBER FOR CLIN 0002	EXHIBIT NUMBER FOR CLIN 0003	EXHIBIT NUMBER FOR CLIN 0004
	MQ-8C Mx Gap	MQ-8C Op CW	MQ-8C Mx MECH CW	MQ-8C Mx TECH CW
Integrated Management Plan	B001	B001	B001	B001
Integrated Master Schedule	B002	B002	B002	B002
Contractor Progress, Status and Management Report	B003	B003	B003	B003
Conference Agenda	B004	B004	B004	B004
Conference Minutes	B005	B005	B005	B005
Operations Security Plan	B006	B006	B006	B006
Scientific and Technical Reports – Vendor Integrity Statements for Software	N/A	B007	B007	B007
Instructional Performance Requirements Document (IPRD)	F001	N/A	N/A	N/A
Instructional Media Requirements Document (IMRD)	F002	N/A	N/A	N/A
Instructional Media Design Package	N/A	F003	F003	F003

(IMDP)				
IMDP –Lesson Design Strategy	N/A	F004	N/A	N/A
Instructional Media Package – Script/Storyboards	N/A	F005	F005	F005
Instructional Media Package – On-Screen Lessons	N/A	F006	F006	F006
Test Package	N/A	F007	F007	F007
Training Conduct Structure Document – Instructor-Led Curriculum Package	N/A	F008	F008	F008
Training Program Structure Document – Training Course Control Document (TCCD)	N/A	F009	F009	F009
Training System Support Document (TSSD)	N/A	F00A	F00A	F00A
Instructional Media Package – Instructional Media Source Files	N/A	F00B	F00B	F00B
Instructional Media Package – Final CD-ROM/DVD Inspection/Acceptance	N/A	F00C	F00A	F00A

Exhibit 2 MQ-8 GFI Listing:

SOW 150025, Section 1.5, GFI List	**Available at**	
	RFP	**PAC**
MQ-8B Front End Analysis documentation (IPRD, IMRD)	X	
MQ-8B Fire Scout Operator courseware, instructor/student guides, course control documents and simulator event grade cards		X
MQ-8C Fire Scout FEA/Gap Documentation (IPRD, IMRD)	X	
MQ-8C OEM-developed interim training materials	X	
MH-60S FRS CAT I courseware and syllabus outline.		X
Naval Aviation Training and Operating Procedures Standardization (NATOPS)		X
SOW 150026, Section 1.5, GFI List	**Available at**	
	RFP	**PAC**
CNATT Instruction (CNATTINST) 1554.1 ILE Development	X	
MQ-8C Fire Scout Maintenance FEA Documents (IPRD and IMRD)	X	
MQ-8C Fire Scout Interim Maintenance training materials	X	
MQ-8C Interactive Electronic Technical Manuals (IETMs)		X

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is $15,000,000.

(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) 52.214-14, 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.

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

(ix) 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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 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 certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

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

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

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

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

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

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 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.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

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

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

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

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

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

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

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

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

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

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.
** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software

documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
**** Corporation, individual, or other person, as appropriate.
***** Enter "none" when all data or software will be submitted without restrictions.

Date _____
Printed Name and Title _____
_____
Signature _____
(End of identification and assertion)

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

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

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

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

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

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

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

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

"Registered in the System for Award Management (SAM) database" means that --

(1) The offeror has entered all mandatory information, including DUNS number or the DUNS +4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

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

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

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

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) Offerors may obtain information on registration at https://www.acquisition.gov .

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

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/.

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data, Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. 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 officer.

(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 evaluation 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; or

(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.

(3) 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.

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

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR15.408, 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, unless the Contracting Officer and the Offeror agree to a different format.

(ii) 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.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 22.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required by FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determined that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

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

The anticipated award date for this requirement is May 2016. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

INSTRUCTIONS TO OFFERORS

SECTION L – INSTRUCTIONS TO OFFERORS

PART A: GENERAL INSTRUCTIONS

1.0 GENERAL

Section L contains instructions on how to prepare and submit proposals in response to this solicitation. Nonconformance with these instructions may result in an unfavorable proposal evaluation and elimination from consideration.

The government will base its evaluation on the information presented in the offeror's proposal. The offeror has the burden to submit a proposal that convincingly demonstrates that the offeror has an accurate understanding of the requirements and the associated risks; that the offeror has viable solutions for the requirements and potential risk areas; and that the offeror is able, willing and competent to devote the resources necessary to meet the requirements.

It is the offeror’s responsibility to submit a proposal that enables government evaluators to effectively evaluate and substantiate the validity of any assertions set forth in the offeror’s proposal. Assume the government has no prior knowledge of an offeror’s facilities and experience. Accordingly, do not simply rephrase or restate the government's requirements. Statements that the offeror will provide a particular feature or training objective without

explaining how the offeror proposes to meet that feature or objective are generally inadequate and may adversely impact the government's evaluation assessment of the offeror. Also inadequate are the following types of statements:

- unsupported statements that the offeror allegedly understands the requirements and risks;
- unsupported statements that the offeror allegedly can or will comply with requirements;
- unsupported statements that merely paraphrase the requirements;
- undefined or explained statements such as "best commercial practices will be used";
- undefined or explained statements such as "standard procedures will be used"; and
- undefined or explained statements such as "well-known techniques will be employed."

Alternate proposals are not acceptable. In addition, taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the proposal unawardable, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition.

There is no need to repeat information in the same volume or in more than one volume. If an overlap exists, the detailed information should be included in the most logical place and summarized and referenced in other areas. With the exception of the Price or Past Performance Volumes, no cost or pricing information should appear in any volume.

2.0 MAC OMBUDSPERSON

Protests to the Contracting Officer are not permitted under this Delivery Order because this effort is valued under $10 million. However, the following individual is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for all delivery orders issued in accordance with the contract:

Name:	Mr. Tim Cichon, Code 2.5.3
Address:	Naval Air Warfare Center Training Systems Division
	12211 Science Drive
	Orlando, FL 32826
Telephone:	(407) 380-4083
Email:	timothy.cichon@navy.mil

3.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 point normal font, no reduction permitted, single-spaced, 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 point font.

4.0 PROPOSAL VOLUMES

All proposals must be UNCLASSIFIED. Each volume of the proposal shall be submitted as one paper original with additional copies as specified in the table below. The offeror also will provide a complete copy of the proposal fully compatible with Microsoft Office 2007 on a Compact Disk Read-Only Memory (CD-ROM). For information not supported by Microsoft Office products, the offeror must also provide the latest Adobe Acrobat reader on the CD-ROM. The offeror will ensure that the Price Volume is provided on a separate CD-ROM in Microsoft Office 2007 Excel format, with spreadsheets protected. Each CD-ROM is to be labeled for content and

the offeror's name. If a discrepancy exists between the original paper version of the proposal and the CD-ROM "copy," the paper original will take precedence.
Page limitations for each volume are specified in the table below. Proposal pages beyond the specified limit will not be evaluated.

Volume Number	Volume Title	Page Limit	Copies Required
1	TECHNICAL	30 pages	1 Paper Original 4 Paper Copies 1 CD-ROM Copy
2	PAST PERFORMANCE	As needed	1 Paper Original 4 Paper Copies/ 1 CD-ROM Copy
3	PRICE	As needed	1 Paper Original 4 Paper Copies 1 CD-ROM Copy

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 (N61340-16-R-0009)
- 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

5.0 PROPOSAL SUBMISSION

Clearly mark all packages with the solicitation number. The submission date for the proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP. Offerors shall not submit proposals by facsimile or via email.

1. **Proposals Submitted by Commercial Carrier**: Offerors shall submit proposals via United States Postal Service or through a commercial carrier using the following address:

Naval Air Warfare Center Training Systems Division
Code: AIR-2.5.3.3.1 Michael Glazer (407) 380-4478
12211 Science Drive
Orlando, FL 32826
Solicitation Number: N61340-16-R-0009

2. **Hand Carried Proposals**: Hand carried proposals must be delivered to the address above, attention Michael Glazer (407) 380-4478. If a proposal or amendment is hand carried, the offeror must submit a written visit request no later than twenty-four (24) hours prior to delivery of the proposal. Without the visit request, the offeror may not get beyond the installation security gate to deliver its proposal. Guards are not authorized to accept proposals. A visit request may be obtained by contacting Michael Glazer, Contract Specialist, at (407) 380-4478, michael.a.glazer@navy.mil. Upon arrival to NAWCTSD, please contact Michael Glazer. In the event that Mr. Glazer is not available, please contact the alternate point of contact, Ms. Mona Zahid, at (407) 380-8446.

3. **Late Proposals**:

(a) *Definitions.* As used in this provision—

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

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

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

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

(c) *Submission, modification, revision, and withdrawal of proposals.* Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the government office designated in the solicitation by the time specified in the solicitation.

(1) Any proposal, modification, or revision received at the government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and—

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

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

(iii) It is the only proposal received.

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

(3) Acceptable evidence to establish the time of receipt at the government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of government personnel.

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

(5) Proposals may be withdrawn by written notice received at any time before award.

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

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

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

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding delivery order without further action by either party.

4. Restriction on Disclosure and Use of Data: Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the government except for evaluation purposes, shall—

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

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

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

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

6.0 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. 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."

7.0 SOLICITATION CHANGES

For any changes and additional information for the solicitation please go to the Federal Business Opportunities (FedBizOpps) website:

https://www.fbo.gov/

8.0 SOLICITATION QUESTIONS/COMMENTS

(a) Questions regarding this solicitation shall be submitted in writing using the Solicitation Question/Comments form Attachment 4. It is requested that each question/comment reference the applicable document, paragraph, and page number. All questions must be submitted no later than 2:00PM EST, 4 February 2016. Questions/comments shall be e-mailed to michael.a.glazer@navy.mil. Answers to questions will be posted via formal RFP amendments.

(b) The Government reserves the right not to respond to any questions concerning this solicitation received after the time frame specified above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions/comments to the Government early in the proposal preparation cycle.

PART B: SPECIFIC INSTRUCTIONS

1.0 VOLUME 1: TECHNICAL

The offeror shall provide information to address the elements below. This volume shall not contain any reference to cost or price aspects of the offer.

In a table like the one below, provide a definition of the legal relationship between the entities, if other than a prime/subcontractor relationship. Identify the work share and percentage — not the amount of dollars — of the offeror's total proposed price that the offeror and each subcontractor or other team member will perform.

Contractor Name (Indicate Prime, Subcontractor, or other Team Member)	Place of Performance and DUNS Number if applicable	Brief Work Description Responsibility	% of Total Proposed Price

(a) The Technical volume shall include a Title Page, Table of Contents, List of Figures/Tables/ Illustrations (if applicable), and a List of Acronyms.
(b) Available Government provided information to complete the proposal requirements includes all applicable documents in SOWs 150025 and 150026 section 2.0.
(c) The Offeror shall address in its proposal the detailed information required below, to meet requirements and deliverables IAW SOW 150025 Section 3.0 and SOW 150026 Section 3, Appendix A, Appendix B, and Appendix C.

The government will evaluate the elements described below.

1.1. ISD Approach
1.1.1. The Offeror shall provide their technical approach per CLIN describing the proposed ISD model, instructional strategies, use of Government requirement documents specific to Maintenance efforts, and planned labor category mix.
1.2. Schedule
1.2.1. The Offeror shall provide an Integrated Master Schedule (IMS) in Microsoft Office Project 2010 and .pdf format, clearly delineating between each CLIN to the third level with level 1 corresponding to the ISD process phases, level 2 corresponding to the product/data deliverable, and with level 3 corresponding to processes/steps for completing the product/deliverable.
1.2.1.1. For proposal evaluation purposes specific to the one (1) analysis CLIN, CLIN 0001, the Offeror shall provide a complete IMS.
1.2.1.2. For proposal evaluation purposes specific to the three (3) courseware new development CLINs, CLINs 0002-0004, the Offeror shall provide a partial IMS for each CLIN; limit to only one lesson for each Mx course and one lesson for the Op course.
1.2.1.3. For proposal evaluation purposes, the Offeror shall provide an IMS that includes Task Name, Resources (i.e., labor categories), and predecessors/successors only.
1.3. Quality Assurance Process
1.3.1. The Offeror shall provide a flowchart illustrating their quality assurance process identifying program and corporate review stages.

2.0 VOLUME 2: PAST PERFORMANCE

2.1 <u>Past Performance Contracts for Offeror and Principal Team Members</u>

a. The offeror shall identify up to three (3) of the prime offeror's most relevant government or commercial past performance contracts, and up to two (2) of the most relevant government or commercial past performance contracts for each principal team member.

b. A "principal team member" for purposes of the past performance evaluation Factor is defined as a subcontractor, joint venture owner (joint venturer), partnership owner (partner), corporate parent, division, subsidiary, affiliate or vendor that is proposed to provide at least 20% of the proposed total price/cost (excluding the offeror's profit/fee) for the delivery order.

c. An offeror will not receive past performance credit for a proposed principal team member unless the offeror's proposal demonstrates how the resources of that principal team member – its workforce, management, facilities or other resources – will in fact be provided to perform at least 20% of the proposed total price for the delivery order, excluding the prime offeror's profit. Merely stating that the offeror has access to the resources of a principal team member is insufficient.

d. The government will not consider past performance references performed by an individual joint venturer or partner unless the joint venturer or partner meets the definition of "principal team member."

e. Any submitted past performance contract must contain performance within five (5) years of the proposal due date specified in Block 9 of Standard Form 33 of the RFP. Performance that took place greater than five years from the proposal due date will not be considered.

f. Forward a copy of the Past Performance Questionnaire (Attachment 6) to the past performance contract customer's Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), Program Manager and Point of Contact for the following past performance contracts:

- Past performance contracts that do not have CPARS Reports, and
- Past performance contracts with CPARS Reports completed by the Assessing Official more than six months prior to the RFP's proposal due date.

All questionnaires shall be forwarded within two weeks from the RFP release date. The offeror shall include instructions for its customers to send completed questionnaires within two weeks of the customer's receipt of the questionnaire to Mr. Michael Glazer, Contract Specialist, via email at michael.a.glazer@navy.mil.

g. The offeror should provide written consent from its principal team members that will allow the government to coordinate any of those entities' past performance issues with the offeror. If the offeror does not submit such written consent, then the government will address any past performance issues directly with the principal team member, and the offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal team members that do not provide such written consent, provide a point of contact name, address, phone number, fax number, and email address with whom the government may coordinate past performance issues.

h. To evaluate past performance, the government may use information other than information provided by the offeror in its proposal, and may use past performance information obtained from sources other than those identified by the offeror.

i. The offeror has the burden of providing thorough and complete past performance information. It is incumbent upon the offeror to explain the relevance of data provided in its proposal. The government has no duty to search for additional data to cure problems the government finds in the information provided by the offeror.

j. Regardless of relevancy, the offeror shall provide a list of Show Cause Notices, Cure Notices and Terminations for Default received on any contract, task order, or delivery order within the past 5 years.

2.2 Past Performance Contract Information

a. Provide the information identified below in an MS Word Table for each past performance contract identified.

	Prime (P), Principal Team Member (PTM)	P1	P2	P3	PTM1	PTM2
1	Contractor's Name					
2	Contractor's Role in the Past Performance Contract, and Contractor's Proposed Role in the Contract					
3	Contract Title					
4	Contract Number					
5	Contract Type: Firm-fixed-price, cost-reimbursable-fixed-fee, etc.					
6	Procuring Agency					
7	Description of Product or Service					
8	Period of Performance					
9	Dollar Value of Contract					
10	Dollar Value of Effort Performed by the Contractor					
11	Place of Performance[1]					
12	CAGE Code and DUNS Number[2]					
13	Do CPARS exist? Yes or No[3]					
14	If CPARS exist, state the number					
15	If CPARS exist, state the completion dates					
16	Agree to Allow Coordination with Prime Offeror? Yes or No.					
17	The Number of Questionnaires the Contractor Sent					
18	Point of Contact's Name, Phone Number, Fax Number, and Email Address					
19	Did Performance Take Place Within Required 5 Year Period? Yes or No					

[1] Place of Performance should be the location of the government or contractor's facility where the predominance of the work was performed.

[2] Provide the CAGE Code and DUNS Number of the company performing the work. If the CAGE Code or DUNS Number is different than the past performance entity proposed to perform the solicitation's effort, please explain the reason.

[3] As part of its Past Performance Volume, the offeror shall provide printed CPARS that are referenced in the table.

b. Task or delivery orders awarded under Multiple-Award Contracts (MACs) will be considered standalone "contracts" for purposes of past performance evaluation. Thus, offerors may not propose an entire MAC as a past performance contract reference.

c. For a single-award indefinite delivery contract, offerors may propose the entire basic contract as a past performance reference, or may propose a specific task or delivery order as a past performance reference. If an offeror proposes an entire single-award indefinite delivery contract as a past performance reference, however, the offeror must provide the past performance relevance information below for each and every task or delivery order issued.

2.3 Relevancy Information of the Past Performance Contract. For each past performance contract, provide the following information:

a. Contract Types: Compare the contract type of the past performance contract to the contract type of this solicitation's effort.

b. Total Dollar Amounts: Compare the total dollar amount of the past performance contract to the total proposed dollar amount of this solicitation's effort.

c. Dollar Amounts Actually Performed: Compare the dollar amount of the effort actually performed by the offeror or principal team member under the past performance contract to the dollar amount of the effort proposed to be performed by the offeror or principal team member under this solicitation's effort.

d. Locations and Divisions: Compare the location and division of the company that performed the past performance contract effort to the location and division of the company that is proposed to perform this solicitation's effort.

e. Period of Performances: Compare the period of performance of the past performance contract to the period of performance actually performed under that past performance contract for the offeror or principal team member.

f. Compare Similarities: Compare the similarity of the product or service actually performed by the offeror or principal team member under the past performance contract to the product or service proposed to be performed by the offeror or principal team member under this solicitation's effort in the following areas:

- Scope
- Magnitude
- Complexity

2.4 Demonstrated Performance Information of the Past Performance Contract

a. For each past performance contract, the offeror shall provide a description of performance in each of the following areas:

- Quality of Product or Service. Describe the offeror's past performance in the delivery of quality supplies and services, which includes meeting technical requirements.
- Schedule. Describe the offeror's past performance in meeting schedule requirements, to include on-time or late deliveries, modifications of original schedules, and the reasons for any changes.

- Program Management and Subcontract Management. Describe the offeror's past performance in managing the contracted effort, to include program management, subcontract management, and cooperation with the customer.
- Management of Key Personnel. Describe the offeror's past performance in proposing accurate and retaining qualified personnel.

b. For any past performance problem identified, describe the status of the problem. If the problem is likely to happen again, describe the impact that the offeror's improvement effort had on resolving the problem so that it would not happen again. Describe the resolution used to correct the past performance problem and, if applicable, how the offeror proposes to use that resolution for this solicitation's effort.

3.0 VOLUME 3: PRICE

The offeror shall include the following information in this volume:

3.1 Prices: Provide a copy of Section B of the solicitation populated with the CLIN unit prices and CLIN total prices using each CLIN's quantity value.

3.2 Unbalanced Pricing: The offeror shall explain any appearance of unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. Any apparent imbalances should be fully explained.

3.3 Program Funding: The anticipated budget for the requirements of this solicitation is less than $10,000,000.

3.4 Administrative Completeness: The Price Volume shall also contain the following information:

a. Signed Standard Form 33 for basic solicitation and each amendment.

b. Assumptions, Conditions, Exceptions, Deviations or Waivers: Assumptions, conditions, exceptions, deviations, and requests for waivers may cause proposals to be considered deficient and, thus, not awardable. If there are no assumptions, conditions, exceptions, deviations or waivers, the offeror shall provide a statement stating that the proposal contains no assumptions, conditions, exceptions, deviations or waivers. If the offeror proposes an assumption, condition, exception, deviation, or waiver to a term or condition of the solicitation, the offeror shall provide a detailed description for each assumption, condition, exception, deviation, or request for waiver, as applicable. The offeror shall identify the portion of the solicitation and the offeror's proposal that are affected.

c. Information to populate Section G clause 5252.201-9502.

d. Completed Section K.

e. A statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.

EVALUATION FACTORS FOR AWARD
SECTION M – EVALUATION FACTORS FOR AWARD

PART A: GENERAL INFORMATION

1.0 Basis for Award

The government intends to award a delivery order to the responsible offeror whose proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation Factors described further below.

The government does not evaluate every requirement of the solicitation under Section M of the RFP. The awarded contractor, however, is required to comply with all requirements of the awarded delivery order.

Although the government may waive informalities and minor irregularities in proposals received, the failure to comply with terms and conditions of the solicitation may adversely impact the offeror's evaluation results, and could result in the offeror being removed from consideration for award.

2.0 Offeror Responsibility to Submit an Unambiguous, Convincing Proposal

It is the offeror's responsibility to draft a logical, unambiguous proposal that contains all pertinent information in sufficient detail so that government evaluators are able to meaningfully evaluate the offeror's proposed approach and price.

An offeror's proposal must clearly and convincingly reveal the offeror's proposed design and demonstrate that the offeror has an accurate understanding of the requirements and associated risks. An offeror's proposal must clearly and convincingly reveal that the offeror's proposed approach is viable for the evaluated requirements and that the offeror is able, willing, and competent to devote the resources necessary to meet the requirements.

Statements that the offeror will provide a particular feature or training objective without explaining how the feature or objective will be met are generally inadequate and may adversely impact the offeror's evaluation assessment. Also inadequate are the following types of statements, which also may adversely impact the government's evaluation of the offeror:

- unsupported statements that merely paraphrase the requirements;
- unsupported statements that the offeror allegedly understands the requirements and risks;
- unsupported statements that the offeror allegedly can or will comply with requirements;
- undefined or explained statements such as "best commercial practices will be used";
- undefined or explained statements such as "standard procedures will be used"; and
- undefined or explained statements such as "well-known techniques will be employed."

3.0 Formal Source Selection Procedures Do Not Apply

This delivery order evaluation and award is a streamlined evaluation and award conducted pursuant to FAR § 16.505. This streamlined evaluation and award contains fewer proposal submission requirements, a reduced page limitation, and is not being conducted using the formal source selection procedures of FAR Subpart 15.3.

Because this streamlined evaluation and award is not using the formal source selection procedures of FAR

Subpart 15.3, procedures such as a competitive range determination, pre-award notifications to offerors excluded from a competitive range, pre-award debriefings, oral or written discussions with all offerors within a competitive range, and requesting final proposal revisions from all offerors included within a competitive range are not required. The identification of deficiencies and weaknesses, the government's questions and comments, and the offeror's answers and responses do not constitute discussions, clarifications, communications, or exchanges as used in FAR Subpart 15.3.

Under FAR § 16.505, the government is required to afford all offerors under the multiple-award contract a fair opportunity to submit an offer and have that offer fairly considered. Accordingly, the government will evaluate each offeror's proposal fairly, similarly, and in accordance with the solicitation's evaluation criteria. If the government does not award on initial proposals, however, the government will not establish a competitive range comprised of all of the most highly rated proposals. Offerors are entitled to a fair opportunity, not a second opportunity. Accordingly, the offeror's initial proposal must contain the offeror's best terms, conditions, and prices. Pre-award debriefings and pre-award notifications of exclusion prior to award are not required under FAR Subpart 16.5, and the government will not provide them.

After the government has afforded all offerors under the multiple-award contract a fair opportunity to submit an offer and have that offer fairly considered, the government's selection official may take or direct one or more of the following actions:

(1) award to the offeror whose proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of Section M's evaluation Factors;

(2) obtain written resolutions or proposal revisions from the offeror whose initial proposal is the most advantageous to the government based upon an integrated assessment of the Section M evaluation Factors and would be awardable under the solicitation's evaluation criteria but for one or two easily-resolvable deficiencies, weaknesses, or clarifications — the resolution of which do not remove evaluated strengths or increase the offeror's proposed total evaluated price set forth in Section B of the delivery order;

(3) obtain price supporting information, without obtaining a revised proposal or increase in proposed price, from the offeror whose initial proposal conforms to the solicitation's requirements and is the most advantageous to the government based upon an integrated assessment of the evaluation Factors described further below, but whose price is very low when compared to government estimates and/or other offerors' prices;

(4) further consider only the offerors who are most likely to provide the most advantageous revised proposal to participate in one-on-one negotiations and submit proposed fixes and/or revised proposals; or

(5) not award to any offeror.

4.0 An Offeror's Proposed Features as Performance Requirements

Because of a proposed feature's benefit to the government, the government may decide to write specific features of an offeror's proposed approach directly into the Statement of Work, Specification, or other section of the delivery order at any time prior to award. Exchanges with an offeror regarding proposed features do not constitute "discussions" as that term is used at FAR Subpart 15.3, because FAR Subpart 15.3 does not apply to this delivery order competition conducted under FAR Subpart 16.5.

If the selection official has selected an apparent successful offeror, and the apparent successful offeror does not agree to include one of the offeror's proposed features directly into the Statement of Work, Specification, or other section of the delivery order prior to award, the government will revise its evaluation record for the selection

official, which may or may not change the delivery order selection decision, depending upon the proposed feature's benefit or benefits to which the apparent successful offeror does not agree.

Offerors are not required nor encouraged to propose features that fall outside of the Technical Factor elements listed in this solicitation. If the government determines that an offeror proposes a feature that falls outside the Technical Factor elements, however, the government may still consider that proposed feature as part of the selection official's "best value" tradeoff decision. As a result, the offeror needs to ensure that the offeror's proposal regarding any potential feature is unambiguous and is supported with the details necessary to permit government evaluators to effectively evaluate and substantiate the validity of any asserted benefit. Technical Factor page limits remain as stated in the solicitation, and the government could instead assess the proposed feature as a weakness or deficiency rather than a benefit.

5.0 Evaluation Factors for Award

The government will evaluate proposals using the following three Factors:

1. **TECHNICAL**
   - Element 1: ISD Approach
   - Element 2: Schedule
   - Element 3: Quality Assurance Process
2. **PAST PERFORMANCE**
3. **PRICE**

Technical and Past Performance Factors, weighted equally, when combined, are significantly more important than Price. Elements within the Technical Factor are not weighted or rated subfactors.

Because Technical and Past Performance qualities, when combined, are significantly more important than the amount of the price, the selection official is permitted to select an offeror that has proposed a higher price, if the technical superiority of that offeror's proposal and/or the relevant positive past performance of the offeror is worth the price premium. Thus, the selection official will perform a tradeoff between offerors' evaluated prices and their evaluated Technical Factor strengths, weaknesses, and deficiencies and their relevant positive and negative assessments under the Past Performance Factor.

Because a successful offeror's evaluated strengths and weaknesses and past performance are generally exempt from release under the Freedom of Information Act, 5 U.S.C. § 552 — but so that unsuccessful offerors might have some idea of where they stood in the evaluation compared to the successful offeror — the government will assign one of the Technical Factor and Past Performance Factor ratings below. The selection official, however, will not base his or her decision on the ratings because ratings are merely guides to intelligent decision making. The selection official will perform a tradeoff between offerors' evaluated prices and their evaluated Technical Factor strengths, weaknesses, and deficiencies and their relevant positive and negative assessments under the Past Performance Factor.

TECHNICAL FACTOR RATINGS

The government will assign one of the ratings below to the offeror's Technical Factor based upon the government's subjective assessment of each offeror's evaluated strengths, weaknesses, and deficiencies.

Technical Factor Ratings	
Rating	
Outstanding	Proposal meets requirements and provides significant benefit to the government, even with any evaluated weaknesses that may exist.
Good	Proposal meets requirements and provides benefit to the government, even with any evaluated weaknesses that may exist.
Acceptable	Proposal meets requirements and may even provide some benefit to the government, even with any evaluated weaknesses that may exist.
Marginal	Proposal may meet solicitation requirements, but does not present a complete approach, a completely adequate approach, or the offeror will likely have difficulty overcoming evaluated weaknesses.
Unacceptable	Proposal does not meet requirements.

PAST PERFORMANCE FACTOR RATINGS

The government will assign one of the following performance confidence assessment ratings to the offeror's Past Performance Factor based upon the government's confidence that the offeror will successfully perform the solicitation's requirements based upon the offeror's relevant past and present performance record.

Performance Confidence Assessment Ratings	
Rating	
Substantial Confidence	Based on the offeror's 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 relevant performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's 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 relevant performance record, the government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL FACTOR

The government will evaluate the elements described below.

1.1 ISD Approach

1.1.1 The Government will evaluate the Offeror's proposed technical approach and instructional strategies to ensure the ISD model proposed aligns with MIL-HDBK-29612.

1.1.2 The Government will evaluate the Offeror's proposed technical approach to ensure it describes instructional strategies that align with each CLIN's blended learning solutions, methods of combining media types.

1.1.3 The Government will evaluate the Offeror's proposed technical approach to ensure the Maintenance efforts follow requirements outlined within NAVEDTRA 137 series, NAVEDTRA 138 series, and CNATTINST1554.1.

1.1.4 The Government will evaluate the Offeror's proposed technical approach to ensure the labor mix allocations are representative of the complexity and requirements of each CLIN.

1.2 Schedule

1.2.1 The Government will evaluate the Offeror's IMS to ensure clear delineation between each CLIN and ensure accurate placement of ISD process phases, products/data deliverables, and processes/steps.

1.3 Quality Assurance Process

1.3.1 The Government will evaluate for confidence that the Offeror's Quality Assurance Process flowchart includes multiple levels of review throughout each CLIN.

2.0 PAST PERFORMANCE

Past Performance will be evaluated to establish a Performance Confidence Assessment Rating that will reflect the government's confidence that the offeror will successfully perform the requirements in the solicitation, based on the offeror's recent and relevant past and present performance record.

The offeror shall provide up to three of its most relevant past performance references performed by the offeror, and up to two of the most relevant past performance references for each principal team member. The government will not consider past performance references performed by an individual joint venturer or partner unless that individual joint venturer or partner is a principal team member as defined in this RFP.

There are two aspects to the past performance assessment: Relevancy and the Demonstrated Past Performance.

Relevancy

For each past performance contract submitted, the government will evaluate the past performance contract to determine how relevant it is to this solicitation's effort. Any past performance contract deemed to be Not Relevant will receive no further consideration, with no opportunity to submit a replacement, even if the government requests revised proposals.

In determining relevancy, the government will compare the contract types, total dollar amounts, dollar amounts of the effort actually performed, the location and divisions of the company that performed the effort, the period of performance of the past performance contract, and the scope, magnitude, and complexity of the past performance effort to the effort proposed to be performed under this solicitation. 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. The government will assign each past performance contract one of the following relevancy ratings:

Past Performance Contract Relevancy Ratings

Past Performance Contract Relevancy Ratings	
Rating	
Very Relevant	Present/past performance contract effort involved essentially the same scope, magnitude, and complexities proposed to be performed in response to this solicitation.
Relevant	Present/past performance contract effort involved similar scope, magnitude, and complexities proposed to be performed in response to this solicitation.
Somewhat Relevant	Present/past performance contract effort involved some of the same scope, magnitude, and complexities proposed to be performed in response to this solicitation.
Not Relevant	Present/past performance contract effort involved little or none of the scope, magnitude, and complexities proposed to be performed in response to this solicitation.

Emphasis is placed on contracts performed for Center for Naval Aviation Technical Training (CNATT), Navy aviation schoolhouses, and DoD agencies. To achieve a Very Relevant rating, an Offeror must establish through submittal of its (or its Principal Subcontractor / Team Members, if applicable) past performance records that it has demonstrated successful performance using the processes and procedures required by the CNATT. Offerors are cautioned that a past performance volume that has not demonstrated experience with CNATT cannot achieve a Very Relvant rating.

Demonstrated Past Performance

After relevancy of a past performance contract is established, the government will evaluate the offeror's demonstrated past performance for that past performance contract in the following areas:

- Quality of Product or Service. The government will evaluate the offeror's past performance in the delivery of quality supplies and services, which includes meeting technical requirements, and will also incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.
- Schedule. The government will evaluate the offeror's past performance in meeting schedule requirements, which will incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.
- Program Management and Subcontract Management. The government will evaluate the offeror's past performance in program management and subcontract management, which will incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.
- Management of Key Personnel. The government will evaluate the offeror's past performance in management of key personnel, which will incorporate pertinent assessments from CPARS and Past Performance Questionnaires, if they exist.

For those cases where the contractor may have had past performance problems likely to occur again, the government will assess whether the offeror successfully applied improvements to resolve those recurring problems. Problems not addressed by the offeror are considered to still exist.

Past Performance Confidence Assessment Rating

After the government has compiled a full assessment of the offeror's relevance and demonstrated past performance, the government will assign a Performance Confidence Assessment Rating to the offeror. The assessment reflects the government's level of confidence in the offeror's ability to successfully perform the solicited effort based on the offeror's record of relevant past and present performance. The Performance Confidence Assessment Ratings are set forth in a table further above. As part of the assessment, the government may also take into account any show cause notices, cure notices and terminations for default that are deemed relevant to this solicitation's effort.

The government will not take into account past performance information regarding predecessor companies or key personnel. In addition, in assigning a Performance Confidence Assessment Rating or in the selection official's tradeoff decision:

- past performance effort of the prime offeror performed as a subcontractor will generally not be considered as significant as past performance effort of the prime offeror performed as the prime;
- past performance effort of a principal team member generally will not be considered as significant as past performance effort of the prime offeror;
- performance under government contracts is generally considered more relevant than performance under commercial contracts, all other things being equal; and
- past performance questionnaire information provided by another member of the offeror's proposed team is not given as much weight.

If an offeror proposes the resources of a principal team member – which is defined as a subcontractor, joint venture owner (joint venturer), partnership owner (partner), corporate parent, division, subsidiary, or affiliate that is

proposed to provide at least 20% of the proposed total price/cost (excluding the offeror's profit/fee) for the delivery order — the offeror will not receive past performance credit of the proposed principal team member unless the offeror's proposal demonstrates how the resources of the principal team member – its workforce, management, facilities or other resources – will in fact be provided to perform at least 20% of the proposed total price for the contract, excluding the prime offeror's profit. Merely stating that the offeror has access to the resources of a principal team member is insufficient.

3.0 PRICE

The government will evaluate the offeror's Price Volume for its proposed total price; price reasonableness; whether the offeror's proposed CLIN prices are balanced; and whether the offeror completed the information requested in Section L.

a. Total Price: The total evaluated price will be the sum of the CLINs. The evaluation will not bind the government to purchase any of the option CLINs.

b. Price Reasonableness. Normally, competition establishes price reasonableness. It is expected that this delivery order award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis will be required by the government to determine reasonableness. If, after receipt of a proposal, the Procuring Contracting Officer 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 requested to provide certified cost and pricing data in accordance with FAR § 15.403-4.

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

d. Program Funding: The anticipated budget for the requirements of this solicitation is less than $10,000,000. Should an offeror submit a total proposed price greater than or equal to $10,000,000, the proposal will be unacceptable for award.

e. No Price Realism Analysis: The RFP does not request price support information to enable the government to conduct a price realism analysis, and the government is not required to conduct a price realism analysis as part of its evaluation of offerors.

The government may decide, however — ***but is not required to decide —*** to obtain some kinds of price support information from the apparent successful offeror to assess or confirm the apparent successful offeror's understanding of the solicitation's requirements.

If the government rejects the apparent successful offeror's proposal after receipt of price support information, the government's determination to reject the proposal is not a responsibility determination that the offeror cannot perform the effort at that price. It is an evaluated assessment of the offeror's understanding of the solicitation's technical requirements, such that the proposal is deemed to potentially reflect an inherent lack of competence or a potential failure to comprehend the complexity and risks of the program. Thus, if the apparent successful offeror is a small business, the government will not seek a certificate of competency from the Small Business Administration if the government rejects that apparent successful offeror for award after receipt of the price support information.

f. Administrative Completeness: Each offeror's proposal will be evaluated to determine whether the offeror completed the following information requested in Section L:

a. Signed Standard Form 33 for basic solicitation and each amendment.

b. Statement Regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.

c. Information to populate Section G clause 5252.201-9502.

d. Completed Section K.

e. A statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.