

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   91	
2. CONTRACT NO.		3. SOLICITATION NO. W900KK-15-R-0004		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 07 Oct 2014	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY U.S. ARMY PEO STRI ACQUISITION CENTER ATTN: KOV/CATT 12350 RESEARCH PARKWAY ORLANDO FL 32826		8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE	
CODE		W900KK		TEL:		FAX:	

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

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ 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 \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION	A. NAME MICHELLE D. WILLIAMS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (407) 384-5296	C. E-MAIL ADDRESS michelle.d.williams1@us.army.mil
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CALL:

### 11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)		
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>				
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	29 - 38
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 5	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	6 - 8	X	J	LIST OF ATTACHMENTS	39
X	D	PACKAGING AND MARKING	9 - 10	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	11 - 12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	40 - 66
X	F	DELIVERIES OR PERFORMANCE	13 - 16				
X	G	CONTRACT ADMINISTRATION DATA	17 - 20	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	67 - 84
X	H	SPECIAL CONTRACT REQUIREMENTS	21 - 28	X	M	EVALUATION FACTORS FOR AWARD	85 - 91

### OFFER (Must be fully completed by)

NOTE: Item 12 does not apply if the solicitation includes the **offeror** 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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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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
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (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	UH-72A VMT SYSTEM FFP Produce, Integrate, Test, Manage, Document, and Deliver the UH-72A VMT and provide operator training In Accordance With the Statement of Work (SOW) PEO STRI-14-W055 and System Specification for UH-72A Lakota Virtual Maintenance Trainer (VMT) dated 27 May 2014. The specific section of the SOW for operator training is 3.8.7.1. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	VMT Reach-Back Training FFP The VMT instructional and student management content shall be exportable to SCORM compliant LMS web sites to support "reach-back" maintainer training. Training content shall also be suitable for being downloaded to computers and mobile electronic devices to provide additional VMT "reach-back" ability so Army maintainers can practice/review UH-72A maintenance tasks. This IAW SOW PEO STRI-14-W055 dated 27 May 2014 paragraph3.1. FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		

INTERIM CONTRACTOR SUPPORT (ICS)  
FFP

One year of ICS shall be initiated and provided to include operation and maintenance for the VMT system following the delivery of the UH-72A VMT. Support shall include sufficient support personnel to support the usage scheduled described in SOW PEO STRI-14-W055 dated 27 May 2014 paragraph 3.12. Delivery: As soon as 30 days after CLIN 0001 delivery, for one year.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION		1	Lot		

INTERIM CONTRACTOR SUPPORT (ICS)  
FFP

One year of ICS shall be initiated and provided to include operation and maintenance for the VMT system following the delivery of the UH-72A VMT. Support shall include sufficient support personnel to support the usage scheduled described in SOW PEO STRI-14-W055 dated 27 May 2014 paragraph 3.12. Delivery: Immediately following the period of performance end date of CLIN 0003, for one year.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	MAINTENANCE TRAINING FFP	1	Lot		
	Develop and Provide VMT Maintainer Training through a combination of classroom presentations, written instruction, and hands-on operation. Develop all training courseware including program of instruction, lesson plans, and practical exercise IAW SOW PEO STRI-14-W055 dated 27 May 2014 paragraph 3.8.7.2. Delivery: 30 days prior to completion of the ICS period FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	This CLIN is not in use				
	The Government has determine there is no desire for a Spares CLIN at this time and CLIN 0006 will be marked "This CLIN is not in use". FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007  
CDRLS

Data deliverables in accordance with the SOW, Data Item Descriptions (DiDs) and Exhibits (Contract Data Requirements List -DD Form 1423s) at Section J. Items procured under this CLIN are not separately priced (NSP) and a DD250 is not required.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008  
MANPOWER REPORTING

Contractor Manpower Reporting IAW paragraph C.3 in section C and contract Clauses.

FOB: Destination

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NET AMT

## Section C - Descriptions and Specifications

Clauses applicable to the UH-72A VMT procurement that are contained in Section C of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

**C.1** The UH-72A VMT Statement of Work (SOW) and System Specification for UH-72A Lakota Virtual Maintenance Trainer (VMT ) are enclosed at Attachment 1 and Attachment 2 respectively as stated in Section J. Both documents are incorporated herein at Section C by reference.

### **C. 2 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL**

(a) The following documents are incorporated herein by reference and made a part of this contract:

\*Paragraph Numbers (insert paragraph number) through (insert paragraph number) of contractor's Technical Proposal (or appropriate document(s) name) Version No. (insert appropriate version number), dated (insert date), entitled (insert title):

**\*NOTE: To be added prior to award of Contract.**

(b) Nothing contained in the contractor's technical proposal shall constitute a waiver to any other requirement of this contract. In the event of any conflict between the contractor's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. For purposes of the Order of Precedence clause the document(s) listed above shall rank (TBD).

(c) The detailed technical content of the contractor's proposal was an important factor in the selection of the contractor for award of this contract. The documents listed above are now contractually binding. The contractor shall not change or otherwise deviate from the content of these documents without prior written approval from the Contracting Officer.

(d) If it is necessary to change the performance, design, configuration, or other items specified in the technical proposal in order to comply with the requirements of the contract clauses, special contract requirements, or Statement of Work, the contract shall be modified appropriately.

(e) The contractor agrees that the document(s) listed above reflect the results/responses to all exchanges and/or Evaluation Notices (ENs) issued during the negotiation process. If, after contract award, it is discovered that changes made during negotiations were not incorporated in the SOW and/or technical proposal, such changes to the contractor's documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

### **C.3 CONTRACTING MANPOWER REPORTING (CMR)**

“The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes:

(1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative

- (2) Contract number, including task and delivery order number
- (3) Beginning and ending dates covered by the reporting period
- (4) Contractor name, address, phone number, e-mail address, identity of Contractor employee entering data
- (5) Estimated direct labor hours (including subcontractors)
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors)
- (7) Total payments (including subcontractors)
- (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each subcontractor, if different)
- (9) Estimated data collection cost
- (10) Organizational title associated with the Unit Identification Cost (UIC) for the Army Requiring Activity (the Army Requiring Activity Unit Identification Code responsible for the purpose of reporting this information is W906ZL)
- (11) Locations where Contractor and subcontractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website)
- (12) Presence of deployment or contingency contract language; and
- (13) Number of Contractor and subcontractor employees deployed in theater this reporting period (by country).

As part of its submission, the Contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."



## Section D - Packaging and Marking

Clauses applicable to the UH-72A VMT procurement that are contained in Section D of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: The contract number for the successful offer will be entered into the DO at time of award.

### CLAUSES INCORPORATED BY FULL TEXT

#### 5152.247-5004 PACKAGING AND MARKING OF REPORTS (PEO-STRI) (SEP 2006)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

(End of Clause)

### CLAUSES INCORPORATED BY FULL TEXT

#### 5152.247-5005 PROHIBITED PACKING MATERIALS (PEO-STRI) (SEP 2006)

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.

(End of Clause)

### CLAUSES INCORPORATED BY FULL TEXT

#### 5152.247-5006 PRESERVATION, PACKAGING, PACKING AND MARKING (PEO-STRI) (SEP 2006)

(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:

[Insert specific instructions] here.

Commander TASS Battalion  
C/O SFC Morrison  
24641 E. Pinal Air Park Rd, Bldg #L4500  
Marana, AZ, 85653

(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.

(End of Clause)

#### 5152.247-5008 PLACE OF DELIVERY AND INSTALLATION (PEO-STRI) (SEP 2006)

The articles to be furnished hereunder shall be delivered, FOB Destination, within the consignee's premises, and installed by the contractor at the "SHIP TO" locations specified in Section F without additional expense to the Government. The individual assigned for coordination is the appointed Contracting Officer's Representative (COR).

(End of Clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 5152.247-5009 TECHNICAL DATA PACKING INSTRUCTIONS (PEO-STRI) (SEP 2006)

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.

(End of Clause)

## Section E - Inspection and Acceptance

Clauses applicable to the UH-72A VMT procurement that are contained in Section E of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## 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
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
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(End of clause)

5152.246-5003 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (PEO-STRI) (JAN 2008)

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 electronic Wide Area WorkFlow Receiving Report.

(End of Clause)

**5152.246-5012 INSPECTION AND ACCEPTANCE (PEO STRI) (APR 2012)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative, *(TBD)*.

(b) Acceptance of all Contract Line Item Numbers/Sub Line Item Numbers (CLIN/SLIN) shall be made by the accepting authority through Wide Area Work Flow (WAWF) Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

(End of Clause)

## Section F - Deliveries or Performance

Clauses applicable to the UH-72A VMT procurement that are contained in Section F of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15 mths. ADC	1	N/A FOB: Destination	
0002	18 mths. ADC	1	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

**DESIRED DELIVERY SCHEDULE**

<b>Item NO</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Number of days after receipt of award or modification exercising an Option(</b>
1	1 each	TBD	No later than 15 months After Date of Contract (ADC)
2	1 lot	TBD	No later than 18 months ADC
3	1 lot	TBD	As soon as 30 days after CLIN 0001 delivery, for one year
4	1 lot	TBD	Immediately following the period of performance end date of CLIN 0003, for one year
5	1 lot	TBD	30 days prior to completion of the ICS period

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

**REQUIRED DELIVERY SCHEDULE**

<b>Required Delivery Schedule</b>		
<b>Item NO</b>	<b>Quantity</b>	<b>Delivery Date</b>
1	1 each	No later than 15 months ADC
2	1 lot	No later than 18 months ADC
3	1 lot	As soon as 30 days after CLIN 0001 delivery, for one year
4	1 lot	Immediately following the period of performance end date of CLIN 0003, for one year
5	1 lot	30 days prior to completion of the ICS period

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

Offeror's Proposed Delivery Schedule
--------------------------------------

Item NO	Quantity	Delivery Date (options executed upon award of contract)	Number of days after receipt of award or modification exercising an Option ( Option that are not executed upon award of Contract
1	1 each		
2	1 lot		
3	1 lot		
4	1 lot		
5	1 lot		

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

#### 5152.247-5003 TECHNICAL DATA AND INFORMATION (PEO-STRI) (SEP 2006)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [\[Exhibit A, Exhibit B, and Exhibit C\]](#), 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, which are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code **SFAE-STRI-KOV**.
- (2) ACO, Code **SFAE-STRI-PMCATT-AC**

(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:

SFAE-STRI-PMCATT-AV\_<br>US ARMY PEO STRI<br>12350 Research Parkway, Orlando, FL 32826

SFAE-STRI-KOV<br>US ARMY PEO STRI Acquisition Center<br>12350 Research Parkway, Orlando, FL 32826

(End of Clause)

## Section G - Contract Administration Data

Clauses applicable to the UH-72A VMT procurement that are contained in Section G of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## CLAUSES INCORPORATED BY REFERENCE

52.216-7	Allowable Cost And Payment	JUN 2013
52.217-5	Evaluation Of Options	JUL 1990
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
252.204-0010	Contract-wide: by Cancellation Date	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

## 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



TBD	TBD	TBD	PD Inspector/Acceptor
TBD	TBD	TBD	Contract Specialist/View Only
TBD	TBD	TBD	Contract Specialist/View Only

(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.

Ron Crowder  
 PEO STRI/ACQ Center  
 (407) 208-3032  
[ronald.j.crowder.civ@mail.mil](mailto:ronald.j.crowder.civ@mail.mil)

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

(End of clause)

5152.201-5001 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (PEO-STRI)  
 (SEP 2006)

(a) The Contracting Officer has designated [TBD] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: see Attachment 9, COR Appointment Letter.

(End of Clause)

5152.201-5002 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL  
 LIAISON (PEO-STRI) (SEP 2006)

(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.

(End of Clause)

## Section H - Special Contract Requirements

Clauses applicable to the UH-72A VMT procurement that are contained in Section H of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

### **H.1 GOVERNMENT INSIGHT AND APPROVAL**

a. In addition to the rights the Government has under the inspection clauses of this contract, the Government shall have the right of insight and approval. In order for the Government to ensure the highest practical probability of mission success for delivery of the UH-72A VMT and spare parts processed through the contractor's facility, the Government must be provided an adequate level of insight into and/or approval of certain contractor products, tasks and milestones. The contractor shall maintain all documentation requiring insight or approval at the contractor's facility. This includes insight into and/or approval of certain subcontractor tasks where some hands-on operations are performed (e.g. process and drawing edits/creation and documentation).

b. The Government's monitoring of documentation related to UH-72A VMT requirements has two elements: approval and insight. Government approval is defined as providing authority to proceed and/or formal acceptance of requirements, plans, designs, analyses, tests, or success criteria in specified areas. Where Government approval is required, the UH-72A VMT contractor shall submit the necessary documentation to the Government Contracting Officer and copies to the Government Program Office.

c. Government insight is defined as gaining understanding necessary to knowledgeably concur with the contractor's actions through observation, inspection, or review of program processes, events, documents, meetings, tests, audits, hardware, etc. Where Government insight is required, the UH-72A VMT contractor shall notify the Government Contracting Officer and the Government Program Office of meetings, reviews, or tests in sufficient time to permit meaningful Government participation.

d. Should approval or insight identify noncompliance with the terms and conditions of the contract, a difference in interpretation of test results, or disagreement with the contractor technical directions, the Government will take appropriate action under the terms of the contract to ensure contract compliance or resolve differences with the contractor.

e. The Product Manager and the Contracting Officer shall have insight into and/or approval of contractor initiated changes that affect UH-72A VMT configuration and documentation, in accordance with the UH-72A VMT Statement of Work and System Requirements Document. This insight/approval shall be accommodated with no increase to the contract price.

### **H.2 AT LEVEL I TRAINING.**

All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract award and within 30 calendar days of new employees' commencing performance, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR (or to the contracting officer, if a COR is not assigned) within 10 calendar days after completion of training by employees and subcontractor personnel. AT Level I awareness training is available at <https://jkodirect.jten.mil>.

### **H.3 iWATCH TRAINING.**

The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the PCO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the PCO no later than within 10 calendar days after completion of training by employees and subcontractor personnel.

#### **H.4 ELECTRONIC TRANSMISSION OF PROPRIETARY DATA**

Awardees shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. Any software required by the Government to receive the contractor-transmitted proprietary data that the Government does not already possess shall be provided by the contractor at no cost to the Government.

#### **H.5 NOTICE AND APPROVAL OF RESTRICTED DESIGNS**

In the performance of this contract, the contractor shall, to the extent practicable, make maximum use of PROCESSES, machines, products, materials, PRODUCTION methods, and equipment that are readily available through Government or competitive commercial channels, or through standard or proven production techniques, methods, and processes. Unless approved by the Contracting Officer, the contractor shall not produce a design, SOFTWARE or specification that requires in this EFFORT the use of SOFTWARE, products, materials, equipment, or processes that are known by the contractor to be available only from a sole source. The contractor shall promptly report any such design or specification to the Contracting Officer and give the reason why it is considered necessary to so restrict the design or specification.

#### **H.6 STANDARD COMMERCIAL WARRANTY**

The contractor shall extend to the Government the full coverage of any standard commercial warranty, normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

#### **CLAUSES INCORPORATED BY FULL TEXT**

##### **5152.210-5000 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (PEO-STRI) (SEP 2006)**

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.

(End of Clause)

##### **5152.211-5002 GOVERNMENT INSTALLATION WORK SCHEDULE (PEO-STRI) (JUL 2013)**

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

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

(End of Clause)

5152.215-5000 ANTICIPATED AWARD DATE (PEO STRI) (SEP 2006)

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

(End of Clause)

5152.223-5000 MATERIAL SAFETY DATA SHEET (MSDS) (PEO-STRI) (SEP 2006)

(a) The contractor shall forward the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to the following:

Name:	TBD
Address:	TBD
E-mail:	TBD
Telephone:	TBD

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

(End of Clause)

5152.227-5000 INVENTION DISCLOSURES AND REPORTS (PEO-STRI) (APR 2011)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

Chief Counsel  
U.S. Army, PEO STRI

Attn: SFAE-STRI-L  
12350 Research Parkway  
Orlando, FL 32826

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(End of Clause)

5152.227-5001 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (PEO-STRI) (SEP 2006)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Army/Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

(End of Clause)

5152.227-5002 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (PEO-STRI) (SEP 2006)

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

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

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

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

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

(End of Clause)

5152.227-5005 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (PEO-STRI) (SEP 2006)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

(End of Clause)

#### 5152.228-5001 LIABILITY INSURANCE (PEO-STRI) (SEP 2006)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and FAR 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: Not Applicable (N/A) per person and N/A per occurrence for bodily injury, other than passenger liability; N/A per occurrence for property damage. Passenger bodily injury liability limits of N/A per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of Clause)

#### 5152.242-5006 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (PEO-STRI) (OCT 2005)

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information when applicable:

(1) Identification Elements

(i) Contract, Invoice and Control Numbers

(ii) Contractor's Name and Address

(iii) Date of Report

(iv) Reporting (invoicing) Period

(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:

- (i) Delivery order number
  - (ii) Number of hours and labor categories as awarded in delivery order.
  - (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
  - (iv) Labor hours, by labor category anticipated to be required for completion of delivery order.
  - (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.
  - (vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.
  - (vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.
- (d) Distribution of the report shall, as a minimum, be one (1) copy to [TBD], and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.
- (e) COR will insure this report and copies of the invoice are retained.

(End of Clause)

5152.243-5000 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (PEO-STRI) (SEP 2006)

(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:

Duane St. Peter  
Branch Chief / Procuring Contracting Officer - KOV  
U.S. ARMY PEO STRI Contracting Center  
12350 Research Parkway, Orlando, FL 32826  
Ofc: (407)-380-8444, DSN 960-8444  
BB: (407) 865-0682

[duane.a.stpeter.civ@mail.mil](mailto:duane.a.stpeter.civ@mail.mil)

(End of Clause)

5152.243-5001 ENGINEERING CHANGES (PEO-STRI) (SEP 2006)

(a) After contract award, the Contracting Officer may solicit, and the contractor is encouraged to propose independently, engineering changes to the equipment, software specifications or other requirements of this contract. These changes may be proposed for reasons of economy, improved performance, or to resolve increased data processing requirements. However, proposed changes relating to improved performance necessary to meet increased data processing requirements of the user shall not exceed the contract requirements by more than 25%. If the proposed changes are acceptable to both parties, the contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This applies only to those proposed changes identified by the contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each.

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change.

(3) An estimate of the changes in performance costs, if any, that will result from adoption of the proposal.

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government such as Government-furnished property costs, costs of related items, and costs of maintenance and operation.

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of the contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The contractor is requested to identify specifically any information contained in its engineering change proposal which it considers confidential and/or proprietary and which it prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be

binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

(End of Clause)

## **H.7 AWARD/EXERCISING AN OPTION**

At the time of contract award the Government may exercise any or all of the option(s), up to the option quantity stated for each option Contract Line Item Number (CLIN) in Section B. The Government may unilaterally exercise any or all of the option(s), incrementally or in whole, up to the option quantity stated for each option CLIN in Section B at any time after award of the contract provided the contractor receives 60 days advanced written notice from the Contracting Officer prior to exercise of option(s). Such option(s) may be exercised at any time by issuing a modification to the contract not later than the timeframes stated above. The Government shall comply with FAR 52.217-7 – Option for Increased Quantity—Separately Priced Line Item. Any option may be exercised subject to the FAR 52.232-18 - Availability of Funds clause in Section I of the contract.

## **H.8 DATA RIGHTS**

In addition to responsibilities that the prime contractor has to conform to its subcontracts with rights in data and software clauses of the contract, the contractor shall ensure that any software license and agreement entered into by the contractor as licensee that is applicable to the data or software deliverable to the Government under the contract, will be transferable to the Government. The contractor shall transfer such license and agreement to the Government at the time of acceptance of said software; or if the software is not separately subject to acceptance at the time of acceptance by the Government of the equipment to which the said software pertains. The license and agreement shall be listed in the inventory listing of the equipment (if any) to which the software pertains.

If data or software is provided with restricted rights, the contractor is required to provide a means by which the Government shall be permitted to use, modify, reproduce, release, perform, display and/or disclose in a competitive environment the data and computer software required by the contract that would otherwise be furnished with restrictions. The contractor shall allow the Government to furnish the data and software to a third party in order to integrate, test, field and reuse additional capabilities in that data and software at no additional cost in perpetuity.

## Section I - Contract Clauses

Clauses applicable to the UH-72A VMT procurement that are contained in Section I of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2014

52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-26	Equal Opportunity	MAR 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software License	DEC 2007
52.230-2	Cost Accounting Standards	MAY 2014
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2014
52.232-16	Progress Payments	APR 2012
52.244-2	Subcontracts	OCT 2010
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7011	Alternative Line Item Structure	SEP 2011
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7008	Only One Offer	OCT 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012

252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

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

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

Michelle D. Williams  
Contract Specialist SFAE-STRI-KOV  
U.S. ARMY PEO STRI Contracting Center  
12350 Research Parkway, Orlando, FL 32826-3276  
Ofc: (407) 384-5296 DSN 970-5296  
Fax: (407) 384-3528  
[michelle.d.williams1.CIV@mail.mil](mailto:michelle.d.williams1.CIV@mail.mil)

Or,

Duane St. Peter  
Branch Chief / Procuring Contracting Officer - KOV  
U.S. ARMY PEO STRI Contracting Center  
12350 Research Parkway, Orlando, FL 32826

Ofc: (407)-380-8444, DSN 960-8444  
BB: (407) 865-0682  
[duane.a.stpeter.civ@mail.mil](mailto:duane.a.stpeter.civ@mail.mil)

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

(End of Provision)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS

Clauses applicable to the UH-72A VMT procurement that are contained in Section I of the basic STOC II contract W900KK-09-D-TBD\* are incorporated by reference into this DO with the same force and effect as if set forth in full text.

\*SOLICITATION NOTE: the contract number for the successful offer will be entered into the DO at time of award.

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work		
Attachment 2	Performance Specification		
Attachment 3	CDRLs		
Attachment 4	Distribution Agreement		
Attachment 5	Answers to Questions		
Attachment 6	Questions and Comments form		

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.209-7	Information Regarding Responsibility Matters	JUL 2013
252.204-7007	Alternate A, Annual Representations and Certifications	AUG 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 33319..

(2) The small business size standard is 500.

(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 provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in 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 provision 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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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, and 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 Certifications. This provision applies to all solicitations.

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

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

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

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

(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
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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.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES  NO

(End of provision)

#### 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

#### 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

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

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Covered Government support contractor means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party

asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that--

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

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

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

\_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above

identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

\_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and requires subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL  
COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

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

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Covered Government support contractor means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) Minor modification means a modification that does not significantly alter the nongovernmental function or

purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi), and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

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

Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
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\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\* Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\* Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

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

Date

Printed Name and Title

Signature

End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number) , License No. (Insert license identifier) Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

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

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

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business 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 documents, 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 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	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

(End of provision)

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

- Information concerning a conflict of interest, as identified in PEO-STRI 5152.209-5003, is provided.
- No conflict of interest exists.

(End of Clause)

## Section L - Instructions, Conditions and Notices to Bidders

**L.1 Solicitation Provisions Incorporated by Reference.** Pursuant to Federal Acquisition Regulation (FAR) Subpart 15.209(a), the clause at FAR 52.215-1, entitled INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004), is hereby incorporated under this Solicitation W900KK-15-R-0004 (previously W900KK-14-R-0060, the change is due to the FY change) under STOC II Business Opportunity Number STOCII-14-KOV-0014 by reference, as issued under U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI). These submission instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Definitions, as used in this solicitation:

“Subcontract” means any contract as defined in Subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

## L.2 Program Structure and Objectives

**L.2.1** This UH-72A Virtual Maintenance Trainer acquisition is being conducted under FAR Subpart 16.5 and the U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) Omnibus Contract II (STOC II) Multiple Award Contract. The period of performance and all associated delivery dates are subject to change in the event the award is made prior to or after 19 January 2015: schedules may be adjusted accordingly on a day-for-day basis.

**L.2.2** This acquisition will result in award of a single STOC II delivery order to the successful STOC II Lot 2 Offeror. Type of Delivery Order (DO) is Firm Fixed-Price (FFP),. The Government may exercise options at time of award, at the sole discretion of the Procurement Contracting Officer (PCO). However, all options are subject to the availability of funds and the Government is under no obligation to exercise any option(s). If all options are exercised incrementally, the anticipated period of performance may span up to, but shall not exceed 5 years After Receipt of the Order (ARO).

**L.2.3** The Government may require the delivery of each Contract Line Item Number (CLIN) identified in the Schedule as an option item, in the quantity and at the prices stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor, given 30 days prior to exercise of the option(s).

## L.3 Key Dates

Final Solicitation:	16 October 2014
Submission Questions/Comments:	30 October 2014
Post Answers to Questions/Comments:	06 November 2014
Proposal Submission/Solicitation Closing Date:	25 November 2014, no later than 1:00 pm EST
Tentative Award Date:	19 January 2015
Proposal Validity:	180 days after Solicitation Closing Date

## L.4 Points of Contact

The PCO for this Solicitation is **Mr. Duane St. Peter**

U.S. ARMY PEO STRI ACQUISITION CENTER  
ATTN: Duane St. Peter Contracting Officer, SFAE-STRI-KOV  
STOCII-14-KOV-0002  
12350 Research Parkway  
Orlando, FL 32826-3276  
Telephone: (407) 380-8444  
Email: [duane.a.stpeter.civ@mail.mil](mailto:duane.a.stpeter.civ@mail.mil)

The Contracting Center point of contact (POC) for this Solicitation is **Ms. Michelle Williams**:

U.S. ARMY PEO STRI ACQUISITION CENTER  
ATTN: Michelle Williams, Contract Specialist, SFAE-STRI-KOV  
12350 Research Parkway  
Orlando, FL 32826-3276  
Telephone: (407) 384-5296  
Email: [michelle.d.williams1.CIV@mail.mil](mailto:michelle.d.williams1.CIV@mail.mil)

The Contracting Center alternate point of contact (APOC) for this Solicitation is **Mr. Craig Cunningham**:

U.S. ARMY PEO STRI ACQUISITION CENTER  
ATTN: Craig Cunningham, Contract Specialist, SFAE-STRI-KOV  
12350 Research Parkway  
Orlando, FL 32826-3276  
Telephone: (407) 384-5263  
Email: [craig.h.cunningham.civ@mail.mil](mailto:craig.h.cunningham.civ@mail.mil)

THE PCO, MR. DUANE A. ST. PETER, (407) 380-8444, AND THE DESIGNATED CONTRACT SPECIALISTS (POC AND APOC) AS LISTED HEREIN ARE THE SOLE GOVERNMENT POINTS OF CONTACT FOR THIS SOLICITATION.

## **L.5 General Instructions**

**L.5.1** The Government's Solicitation provides the Offeror with the following elements: Solicitation W900KK-15-R-0004 (previously W900KK-14-R-0060, the change is due to the FY change) Sections A - M, Exhibits A through C, delivery order Attachments, UH-72A VMT Question/Comment Form, UH-72A VMT Answers to Questions, and a Distribution Agreement. Based upon the Solicitation's requirements, the Offeror shall submit a proposal containing all of the information as described in the paragraphs that follow.

**L.5.2** This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. The Offeror shall not submit additional proposal information that is not specifically requested by this Solicitation. Such additional proposal information will not be considered during the evaluation process. The Offeror's proposal shall be compliant with these submission instructions (Section L) and shall meet requirements as stated in solicitation W900KK-15-R-0004 (previously W900KK-14-R-0060, the change is due to the FY change). Non-conformance with the instructions provided may result in an Offeror being found non-responsive and may result in an unfavorable proposal evaluation.

**L.5.3** Offerors must assume any data they have previously submitted in response to another Solicitation or Request for Proposal, whether to PEO STRI or another agency will be unavailable during this proposal evaluation and source

selection process. Offerors will not incorporate data into this proposal by referring to another proposal or another source. Any references to sources not provided with an Offeror's proposal will not be considered.

**L.5.4** Offerors shall assume that the Government has no prior knowledge of their facilities and experience. The Government will base its evaluation on only the information presented in the Offeror's proposal. The Government will not assume the Offerors will do anything that is not expressly stated in their proposal.

**L.5.5** In presenting material in their proposal, Offerors are advised that quality of information is more important than quantity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Elaborate brochures or presentations, binding, detailed art work and other documents beyond that sufficient to present a complete and effective proposal are unnecessary and are not desired. The proposal shall be specific, detailed and complete as to clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements.

**L.5.6** The proposal should not simply rephrase or restate the Government's requirements, but rather, shall provide convincing rationale to address how the Offeror intends to meet the UH-72A VMT requirements. Paraphrasing the Statement of Work or parts thereof is inadequate, as are phrases such as "standard procedures will be employed" or "well-known techniques will be used." Mere reiteration of the requirement or standard reference material is discouraged and may be considered inadequate and non-compliant. It is the Offeror's responsibility to present enough information to be meaningfully evaluated without discussions.

**L.5.7** For proposal evaluation purposes the Offerors shall prepare their proposals assuming a contract start date of 19 January 2015.

OFFERORS ARE HEREBY ON NOTICE THAT A FAILURE TO SUBMIT ALL THE REQUIRED DOCUMENTATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) SPECIFIED IN THE SOLICITATION MAY CONSTITUTE A BASIS FOR THE GOVERNMENT TO REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE UNACCEPTABLE, AT THE SOLE DISCRETION OF THE PCO.

## **L.6 General Information**

**L.6.1** This competition is being conducted to provide Fair Opportunity pursuant with under FAR Subpart 16.505 entitled *ORDERING*. The Government intends to evaluate proposals and award a delivery order without "exchanges" other than "clarifications," as defined in FAR Subpart 15.306. Clarifications are defined in FAR Subpart 15.306, but this term is used without otherwise importing the policies and procedure of FAR Part 15. Initial proposals should therefore contain the Offerors' best terms. While the Government reserves the right to request additional information after receipt of Offeror's response to the Solicitation, failure to respond in accordance with the proposal instructions may result in a determination that an Offeror is ineligible to be considered for award, at the sole discretion of the Contracting Officer.

**L.6.2** Hard Copy/Electronic Submission of proposal volumes are due no later than 1:00 PM, Eastern Standard Time (EST), on 25 November 2014 to the POC listed at paragraph **L.4**, above. For additional details pertaining to proposal submission see Table L-1, located below at paragraph **L.7**.

**L.6.3** The order of precedence for addressing any questions or concerns you may have concerning this Solicitation is the POC, APOC and PCO listed at **L.4**. A courtesy copy of all e-mail correspondence submitted to the POC shall be provided to the APOC and PCO. Interested parties shall submit questions and comments regarding this RFP by electronic mail to Michelle Williams and Craig Cunningham with the RFP number in the subject line.

**L.6.4** Questions and comments shall be submitted in writing using the Question and Comment form at Attachment 6 to this Solicitation. If the Government deems the question appropriate, the answer will be published through the issuance of a Solicitation amendment prior to the deadline for final proposal submissions provided those questions are received by 1:00 PM, EST on 30 October 2014.

**L.6.5** If an Offeror perceives its questions may reveal proprietary or protected information, it must clearly mark the subject sentence or paragraphs and notify the Government that it considers the information proprietary. If the Government does not agree the information is proprietary the Government may choose not to answer the question. The Government will post the non-proprietary answers, without Offeror identification, to the STRIBOP website located at <https://bop.peostri.army.mil/sites/bop/default.aspx>.

**L.6.6** The Government may issue one or more Solicitation amendment(s) prior to the deadline for final proposal submissions based upon the questions received. However, the Government does not anticipate that the closing date for receipt of offers will be extended. Whereas Offerors shall not make any changes to the Solicitation, all objections, or any exceptions to the terms and conditions shall be submitted using the Question and Comment Matrix. Questions and Comments received after the 30 October 2014 deadline may not be answered prior to proposal submission or at all. Accordingly, Offerors are encouraged to carefully review all Solicitation requirements and submit questions to the Government early in the proposal preparation cycle.

**L.6.7** The successful Offeror will be required to comply with all aspects of the requirements documents for the contract resulting from this Solicitation. Features offered beyond the requirements of this Solicitation will be incorporated into the resultant delivery order.

**L.6.8** The Offerors shall ensure that each proposal volume submitted contains only the information relevant to that specific volume. The Offerors are cautioned that each volume of the proposal is evaluated stand-alone against the criteria set forth in Section M of the Solicitation and the evaluators for one volume may be different than the evaluators of another volume. It is incumbent upon the Offerors to ensure they properly submit their proposals. If the data is not contained in the appropriate volume of the proposal it will not be evaluated.

**L.6.9** The Government will consider information it requires for proposal evaluation that is not found in its designated volume as the Offeror having omitted it from the proposal. For example, if the Integrated Master Schedule (IMS) is submitted under the cost volume rather than the volume specified, the proposal will be evaluated as if no IMS were submitted at all. Offerors are advised that they are prohibited from including any cost and/or pricing information in any non-Cost/Price volume except where expressly required in the submission instructions.

**L.6.10** The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments and technical capability, including contract terms and conditions, or unrealistically high or low in cost/price when compared to the Government's estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

**L.6.11** Offerors are advised that proposals shall be accepted only from STOC II, Lot II awardees. Such Offerors shall be responsible for submitting complete proposal packages containing all components of the proposal inclusive of any team member or subcontractor proposal information. Pricing data, or other information which may be considered proprietary by team members or subcontractors, shall be submitted with the Prime contractor's proposal. One copy of the proposal shall have all proprietary information redacted. Redacted copies of subcontractor proposals shall be submitted in an Appendix within the appropriate proposal volume(s) of the Prime contractor's proposal (e.g., Technical - Volume I, Cost/Price – Volume II, Administrative – Volume III), evidencing the parties have mutually agreed to all terms and conditions and have a thorough understanding of performance expectations. An original team member, or subcontractor proposal, shall be submitted complete without redactions in a separate sealed envelope by the Prime contractor. Only proprietary information may be redacted from subcontractor proposals: information redacted that is not proprietary may be grounds for evaluation as a significant weakness or deficiency.

**L.6.12** Submission, modification, revision, and withdrawal of proposals:

Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the Solicitation by the time specified in this Solicitation. Any proposal, modification, or revision received at the Government office designated in the Solicitation after the exact time specified for receipt of offers is

“late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

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

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

(3) It is the only proposal received.

**L.6.12.1** 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.

**L.6.12.2** 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.

**L.6.12.2** If a Government Furlough, 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.

**L.6.12.3** Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

**L.6.12.4** Multiple offers or alternative offers will not be accepted.

**L.6.13** If the successful Offeror is a subsidiary or a closely-held corporation, a guaranty agreement (DCMA Form 1620 or equivalent) may be required by the Contracting Officer prior to contract award. If a guaranty agreement is required and it is a corporate guaranty from a company that does not file with the Security Exchange Commission (SEC), financial statements (with notes) for the last two completed fiscal years (and current year-to-date statements) shall be submitted with the executed guaranty agreement. If the agreement is a personal guaranty, federal tax returns for the past three tax years and a current personal balance sheet will be submitted with the executed guaranty agreement. After review of the submitted financial statements/tax returns, additional financial information may be required at the discretion of the Contracting Officer.

**L.6.14** If the Contracting Officer requires submission of a guaranty agreement, the guarantor’s financial condition will be evaluated in accordance with PEO STRI’s standard procedure for financial analyses. The financial analysis will give the greatest weight to: company growth/stability, profitability, balance sheet strength, cash flow from operations and documented sources of commercial credit.

### **L.6.15 Classified Information**

Classified information shall not be provided in this Solicitation or in any Government Furnished Information (GFI) provided under this Solicitation. Classified information is not required in the Offeror’s proposal, or any response to this Solicitation, nor shall it be submitted.

### **L.6.16 Debriefings**

The PCO will promptly notify Offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR Subpart 15.505. Upon award of the delivery order, the PCO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR Subpart 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR Subpart 15.505 or FAR Subpart 15.506, as applicable. Debriefing format is at the sole discretion of the PCO.

#### **L.6.17 Discrepancies**

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale. Use of e-mail for PCO notification is encouraged when a discrepancy is noted. A courtesy copy of all e-mail correspondence submitted to the PCO regarding discrepancies shall be provided to the PCO.

#### **L.6.18 Use of Systems Engineering and Technical Assistance (SETA) Support Contractor Personnel**

The Offerors are hereby advised that the Government may use non-Government participants in the Source Selection Process and that these participants will have access to your proposal. The non-government participants are employees of Electronic Consulting Services, Inc. (ECS) under contract to the Government and will serve as a technical advisor to the Government. They will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. The Government will ensure that all SETA support contractor personnel used in this capacity have signed certificates of non-disclosure and financial interest, or an equivalent document. Each of the Prime's contracts with the Government, and the subcontractor's contract, include the Organizational Conflict of Interest (Services) clause, PEO STRI 5152.209-5004 or equivalent. Submission of an offer shall constitute consent to the disclosure of proprietary information to the applicable SETA support contractor participants in the source selection. If the contractor is not willing to provide this consent, written notification to the PCO is required no later than 10 days prior to the proposal delivery date.

#### **L.7 Proposal Volumes**

<b>Table L-1 Proposal Organization</b>				
<b>Volume</b>	<b>Title</b>	<b>Copies</b>	<b>Page Limit</b>	<b>Submission Date</b>
<b>I</b>	<b>Technical</b>	<b>0 Original, 3 Electronic<sup>1</sup></b>	<b>Volume I not to exceed 50 total pages. No page limit on IMS<sup>1</sup></b>	<b>NO LATER THAN 1:00 pm EST on 25 November 2014</b>
<b>II</b>	<b>Cost / Price</b>	<b>0 Original, 3 Electronic</b>	<b>No page limit</b>	<b>NO LATER THAN 1:00 pm EST on 25 November 2014</b>
<b>III</b>	<b>Administrative Information</b>	<b>0 Original, 3 Electronic</b>	<b>No page limit</b>	<b>NO LATER THAN 1:00 pm EST on 25 November 2014</b>

NOTE 1: Electronic submissions = Compact Disc (CD)

NOTE 2: Submission of Integrated Master Schedule (IMS) in **MS Project 2007** shall be electronic on Technical - Volume I CDs only. Do not submit paper/hard copies of IMS.

NOTE 3: Electronic copies only are requested, however, original volumes shall be formatted as required below in the event the Government has the need to print a hard copy.

### **L.7.1 General Volume Content Requirements**

Offerors shall prepare their proposal as set forth in the Proposal Organization Table (Table L-1 above). The titles and contents of the volumes shall be as defined in the table, all of which shall be within the required page limits and with the number of copies as specified in Table L-1. The proposal must consist of Volumes I through Volume III. All information shall be confined to the appropriate volume. Cost/Price information shall be contained ONLY in the Cost/Price volume, or specific documents requiring completion in the Administrative Information volume where required in these submission instructions. Each volume of the proposal shall contain a Table of Contents and Volume Summary. The Volume Summary section shall contain a brief abstract of the volume not to exceed 1 page. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes. Each volume submitted in hard copy format shall be submitted in a separate three ring binder. Each volume, whether a hard copy or electronic (CD) shall contain: Title of the program, Solicitation Opportunity Number, Proposal Title and Volume Number, Offeror's Name and address, Proposal Copy Number and Amendment Number (if applicable). Written Proposal and all supporting documentation shall be submitted in English format. Proprietary information shall be clearly marked. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. The Government will destroy extra copies of unsuccessful proposals.

### **L.7.2 Page Limitations**

Page limits do not include; cover and title pages; tables of contents; summary pages; IMS; pages marked "Intentionally Blank"; glossary of abbreviations and acronyms; Binding Agreements; volume Appendixes; section separators/tabs, or other items inserted solely for the purpose of reading ease and locating sections of the proposal. Offerors will be strictly held to the page count for each volume. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and (for paper copies – if the Government has the need to print a copy) will be destroyed by the Government. The Government will consider information contained on pages in excess of page limits as the Offeror having omitted it from its proposal.

### **L.7.3 Cross Referencing Between Volumes**

Each volume shall be written on a stand-alone basis. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal.

### **L.7.4 Indexing**

A Table of Contents should be created using the Table of Contents feature in Microsoft (MS) Word. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Table of Contents do not count against the page limitations for their respective volumes.

### **L.7.5 Page Size and Format**

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Each paragraph shall be separated by at least one blank line. Pages shall be single spaced with portrait orientation. Except for the

reproduced sections of the solicitation document (Section A-K), the text size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least 1 inch margins on the top and bottom (header/footer 0.5" from edge of paper) and ¾ inch side margins. All pages of each volume shall be appropriately numbered (X of Y) and shall contain the company name, date and solicitation number in the header and/or footer. Pages shall be numbered sequentially by volume. All pages shall be marked: "**SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104**" in the footer. Additional data use restrictions shall be located in the header/footer area of each page where applicable.

**L.7.5.1** Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size.

**L.7.5.2** Foldout pages shall fold entirely within the volume and each 8.5 x 11 surface of a foldout shall be counted as a separate page (i.e., one 11 x 17 foldout equals 2 proposal pages). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For pre-existing documentation, text in tables, charts, graphs and figures text shall be no smaller than 8 point when included in proposal. For other tables, text shall be no smaller than 10 point and landscape orientation may be used. These limitations shall apply to both electronic and hard copies of proposals submitted.

#### **L.7.6 Binding and Labeling**

Each volume of the proposal shall be separately bound in standard size three-ring loose leaf binder(s), that will facilitate the insertion of change pages and additional information the Offeror may be required to provide during the source selection process, and which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

#### **L.7.7 Electronic Offers**

Offerors shall submit 3 sets of the entire proposal (each proposal is 3 volumes, so this would be a total of 9 discs) in electronic format, using non re-writable CDs. The content and page size of electronic copies must be identical to the hard copies. For electronic proposal submission, each proposal volume shall consist of the separate electronic file(s), submitted on separate CDs. All files shall be clearly identified with a filename appropriate to the content (e.g., Volume-1\_Technical\_Appendix-A). All CDs shall be appropriately labeled with the Title of Proposal, Solicitation/Opportunity Number, Proposal Volume number and Title, Offeror's Name and address, Copy Number, and Amendment Number (if applicable). Use separate files to permit rapid location of all portions, including Sub-Factors, exhibits, annexes, and attachments, if any. If files are compressed, the necessary decompression program must be included. When submitting electronic versions of their proposal, Offerors shall follow these instructions:

a. Electronic storage media shall be submitted in one of the following formats: pre-recorded (pressed) CD-ROM or CD-R.

b. All files on each CD shall be directly supported by **Microsoft Office 2007** and verified to be free of any virus or malware.

- Word documents – Set "Save as type" to "Word Document (\*.docx)" only.
- Excel spreadsheets – Set "Save as type" to "Microsoft Excel Workbook (\*.xlsx)."
- PowerPoint presentations – Set "Save as type" to "Microsoft PowerPoint 2007 Presentation (\*.pptx)."
- Microsoft Project - There are no special "save" functions required.

c. Submit PDF documents using only Adobe Acrobat 9.0 or later. A PDF version of all electronic documents produced and submitted in native format shall also be included as a control copy. Do NOT submit any documents in PDF format that are copied as “images.”

d. When creating PDF and Microsoft Office files, always create to enable textual search and copy functions.

## **L.8 Proposal Submission**

**L.8.1** The proposal shall be submitted to the Contract Specialist (POC listed at paragraph **L.4**). Proposals may be hand delivered or mailed.

**L.8.2** The Government does not authorize submission of telegraphic or facsimile offers for this Solicitation. Proposals submitted by e-mail will be rejected.

**L.8.3** If a proposal or proposal amendment(s) is/are mailed, the Offeror shall ensure its proposal is received at the designated Government office by the due date and time of submission of proposal(s). The Offeror shall mark the outside shipping container with the Solicitation Opportunity Number (STOCII-14-KOV-0014). If a proposal or proposal amendment is mailed, the Offeror shall submit via a parcel service with tracking capability. The service shall ensure a signed, dated and time stamped receipt is required by the respective POC, APOC, or PCO upon delivery. Both the Government and the Offeror shall be provided a copy of the receipt.

**L.8.4** For a hand-carried proposal, the Offeror shall submit it directly to the Contract Specialists (POC, APOC) or PCO no later than 1:00 pm EST on 25 November 2014 on the Solicitation Closing Date.

**L.8.4.1** If the proposal/amendments/final proposal revision is hand carried, the Offeror shall notify the PCO and the Contract Specialist (POC/APOC), identified at paragraph **L.4** above, by e-mail 48 hours in advance of its intent to hand deliver its proposal. The e-mail must include the name of the organization, the name and phone number of the individual delivering the proposal, and the make, model, and license plate number of the delivery vehicle. The e-mail must include the name of the organization, along with the name and phone number of the individual delivering the proposal in order to arrange a delivery time and location.

**L.8.4.2** The Contract Specialist will annotate the date and time of proposal receipt and number of boxes received. The Contract Specialist will also provide a copy of the Proposal Receipt Form to the Offeror. The Contract Specialist's signature only denotes the receipt of the proposal; she/he is not responsible for the proposal delivery content or condition.

## **L.9 Technical – Volume I**

Offerors shall prepare and submit a Technical Volume containing no more than the number of pages outlined in Table L-1. The Technical Volume shall be specific and complete. Legibility, clarity and coherence are critically important for a timely selection process. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this Solicitation.

### **L.9.1 General Instructions**

Offerors shall fill-in the line item pricing at Section B of the Model Delivery Order to include all options. The completed Section B shall be included as Appendix A to the Cost/Price volume.

### **L.9.2 Content of Technical - Volume I**

The Technical volume shall be organized according to the following general outline.

- Cover and Title Page

- Table of Contents with lists of Tables and Figures
- Technical Volume Summary
- UH-72A VMT Technical
- Glossary of Abbreviations and Acronyms
- Binding Agreements
- Appendix – Redacted copies of subcontractor proposals (if applicable)

### **L.9.3 Cover and Title Page – Volume I**

A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name: apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

### **L.9.4 Table of Contents Technical - Volume I**

The Table of Contents shall list all documents contained in the Technical Volume. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. The Table of Contents shall include a list of these tables, chart, graphs and figures.

### **L.9.5 Technical Volume Summary**

The Volume Summary shall contain a brief abstract of the Technical Volume not to exceed one (1) page.

### **L.9.6 UH-72A VMT Technical**

The Offeror shall prepare and submit a Technical Volume containing no more than the number of pages outlined in Table L-1. This volume provides the Offeror with an opportunity to demonstrate the manner in which the requirements and specifications of this procurement shall be achieved. This solution shall provide full and complete government purpose rights (GPR) with a comprehensive and complete Technical Data Package (TDP). The Offeror shall address their approach for identifying and overcoming facility site limitations and compatibility issues regarding use of a Government server.

#### **L.9.6.1 Sub-Factor 1.1: Technical Requirements and Open Architecture**

The Offeror shall describe the approach to meet the Statement of Work (SOW) and Specification requirements to provide the ability to train all tasks (PEO STRI- SPEC- PRF-PT-00634) to standard.

The Offeror shall describe their design for achieving a robust open architecture for their UH-72A VMT solution. This discussion shall explain how their design will support maintainability and sustainability once the VMT is deployed. It shall address how the design will support future system modifications and/or expansions. The discussion shall also address how their design will support component interoperability and commonality

The Offeror shall describe how it plans to meet the Statement of Work (SOW) and System Specification given the limited availability of the UH-72A platform data that is prevalent on the UH-72A Commercial Off-The-Shelf (COTS) based aircraft to which the Government has little to no access. The contractor shall describe what aircraft data and software to which it has access. If applicable, the Offeror must include signed and dated binding agreements for that data and software, and describe solutions for each element of data to which it does not have access.

The Offeror shall describe its approach to maximize three dimensional (3D) interactive modeling of the aircraft , its components and tool sets to ensure student comprehension of the training tasks.

The Offeror shall diagram its concept for the VMT laboratory workstation to include how its components would be used to interact with 3D virtual simulation.

The Offeror shall describe how it intends to provide reach back training applications (“apps”) to include the use of cross platform game creation systems.

The Offeror shall describe its approach for how the VMT will support task troubleshooting to include task decomposition.

The Offeror shall describe its approach to simulating engine operations, to include instrument readouts for crewstation displays.

#### **L.9.6.2 Sub-Factor 1.2: Government Purpose Rights and Technical Data Package**

The Offeror shall confirm that all new software and technical data will be provided to the Government with GPR. Additionally, the Offeror shall confirm it will provide to the Government GPR for the Offeror's existing software and technical data used from previous efforts, programs or contracts if applicable. Additionally, the Offeror shall confirm it will provide to the Government GPR for any existing proprietary software or technical data that is modified under this effort to include any modified software or technical data from any other source such as but not limited to any subcontractors or suppliers.

The information above does not preclude the use of Commercial of the Shelf (COTS) software in a particular solution. However, the intent behind requiring GPR is to allow the Government to pursue future upgrades/modifications and Life Cycle Support in a competitive environment. Excessive use of COTS that contain restrictive rights or recurring licensing agreements does not support this intent and may be considered a weakness in contractor approaches should this effort progress to Request for Proposals.

#### **L.9.6.3 Sub-Factor 1.3: Facility, Personnel, and Schedule Management**

The Offeror shall describe their approach for managing the UH-72A VMT effort. This description shall address the management process as well as all resources, facilities, equipment, and personnel that will be involved in completing the tasks described in the UH-72A VMT SOW and called for in the VMT system specification. **This description shall also include a detailed Integrated Master Schedule (IMS) for CLINs 0001, 0002, 0003, 0004, 0005, 0006, 0007, and 0008.** This shall include the task descriptions provided in proposed Integrated Master Schedule (IMS) which shall show all major milestones and their interdependencies. The Offeror’s IMS shall be provided in a Microsoft Project 2007 file. It shall also be provided as a portable document format (PDF) file. The Offeror’s proposed plan shall describe how the Interim Contractor Support (ICS) requirements outlined in the SOW shall be achieved to include the manpower needed to achieve these requirements in a timely and complete manner.

#### **L.9.7 Glossary – Volume I**

The glossary containing all abbreviations and acronyms used, with an explanation for each does not count against the page limitation for the Technical volume.

### **L.9.8 Binding Agreements**

The Offeror shall provide separate signed and dated binding agreement(s) that clearly identify the software and/or technical data being used and affirmation from the rights owner that it is providing the Government with GPR.

The Offeror shall include copies of all binding agreements necessary for access, use, reproduction, and modification of any proprietary or licensed software or technical data. These binding agreements shall clearly describe what software and technical data is being provided to the Government and any terms or conditions. Where the Offeror's solution necessitates an affirmation of GPR under Binding Agreement(s), failure to provide Binding Agreement(s) in the Technical volume will make the Offeror non-responsive to Technical Sub-Factor 1.2 and ineligible for award.

### **L.10 Price – Volume II**

#### **L.10.1 General Instructions**

Offerors shall the fill-in line item pricing at Section B of the Model Delivery Order. A copy of the completed Section B shall be submitted in the Price volume at Appendix A.

#### **L.10.2 Content of Price - Volume II**

**Cover and Title Page**  
**Table of Contents**  
**Price Volume Summary**  
**Defense Contract Audit Agency (DCAA) Points of Contact**  
**Subcontract List(s) of Competitors**  
**Justification for Sole Source Subcontract(s)**  
**Documentation Regarding Status of Offeror's Accounting System**  
**Documentation Regarding Status of Subcontractor(s) Accounting System**  
**Progress Payment Provisions**  
**Modified SF 1408 Checklist(s) for Prime/Subcontractor(s)**  
**Financial Responsibility Documentation**  
**Appendix A: Copy of Section B, VMT Model Delivery Order**

#### **L.10.3 Cover and Title Page – Volume II**

A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name: apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

#### **L.10.4 Table of Contents - Price Volume II**

The Table of Contents shall list all documents contained in the Price volume.

#### **L.10.5 Price Volume Summary**

The Price Summary shall describe all relevant material facts and their effect on the Offeror's price; in a manner that is accurate, complete and clearly demonstrates its relationship to performance of the VMT requirements; which, a prudent buyer and seller would reasonably expect to affect negotiations.

**L.10.6 Defense Contract Audit Agency (DCAA) Points of Contact**

The Offeror shall submit contact information (name, telephone number and email address) for their cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) and cognizant Defense Contract Audit Agency (DCAA) supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify its cognizant federal agency or agencies (and include the individual contact information).

**L.10.7 Documentation Regarding Status of Offer's Accounting System**

The Offeror will provide documentation regarding the status of their accounting system. Submission of the most recent ACO letter regarding the status of their accounting system is required. The Offeror shall submit a copy of the most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the Offeror has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report will also be submitted. If the Offeror's accounting system was disapproved or deemed to be not adequate, the Offeror will identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the Offeror's accounting system has never been audited by their cognizant federal audit agency, the Offeror will so state.

**L.10.8 Progress Payment Provisions**

For all subcontracts that are cost reimbursable, incentive type, time & material, or fixed price with progress payment provisions (but only if the Prime contract contains progress payment provisions), the Offeror shall submit the following:

- a. A list of all proposed subcontracts. The list will include the company name and their address. The list will also indicate the "type" (T&M, Cost, etc.) for each listed subcontract.
- b. The list will also include subcontractor contact information (name, telephone number and email address) for their cognizant DCMA ACO and cognizant DCAA supervisory auditor. If the subcontractor is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify the subcontractor's cognizant federal agency or agencies (and include the individual contact information).
- c. A copy of each subcontractor's most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the subcontractor has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report will also be submitted. If a subcontractor's accounting system is disapproved or not adequate, the Offeror will identify all deficiencies along with steps taken, or required to be taken, to correct the deficiencies and a timeline to include audit by the cognizant federal audit agency after corrective action has been implemented. If a subcontractor's accounting system has never been audited by its cognizant federal audit agency, the Offeror will so state and the Offeror will provide the results of its review of the subcontractor's accounting system (Standard Form 1408, or equivalent).

**L.10.9 Modified SF 1408 Checklist(s) for Prime/Subcontractor(s)**

The Offeror shall complete and return the attached "Modified SF 1408 Checklist" as part of its Price volume if a copy of written documentation (from either DCMA or DCAA) stating that its accounting system is adequate or approved or accumulating and reporting costs under Government contracts is not otherwise provided.



## Modified SF 1408 Checklist.doc

**L.10.9.1** For those subcontractors required to have an adequate or approved accounting system, the Prime Offeror's Price volume will contain either:

(1) a copy of the DCMA and/or DCAA documentation clearly stating the subcontractor's accounting system is adequate or approved, or

(2) a copy of the subcontractor's completed Modified SF 1408 Checklist with the documented results of the Prime Offeror's evaluation of the subcontractor's accounting system.

**L.10.9.2** If the most recent DCMA and/or DCAA documentation shows the subcontractor's accounting system is not adequate, the subcontractor will provide its planned corrective action with a timeline. That document and the Prime Offeror's evaluation will be made part of the Prime Offeror's Price volume.

### **L.10.10 Financial Responsibility Documentation**

Unless the Offeror's global parent files with the U.S. Securities and Exchange Commission (SEC), the following will be provided: Financial statements (with notes) for the most recently completed fiscal year and status of any/all loans and lines-of-credit (used and unused amounts). Additional financial data may be required by the PCO prior to contract award.

### **L.10.11 Appendix A: Copy of Section B, UH-72A VMT Model Delivery Order**

A copy of the completed Section B shall also be included in the Cost/Price volume as Appendix A.

### **L.11 Administrative Information – Volume III**

Within the Administrative Information volume, the Offeror shall include a contact list (with phone numbers, fax numbers, mailing addresses, e-mail addresses, etc.) of all key proposal preparation personnel. Specifically, the contact list shall provide the company/division point of contact regarding decisions made with respect to the Offeror's proposal and who can obligate the Offeror's company contractually. The contact list shall also identify those personnel authorized to negotiate on behalf of their company, as well as a single point of contact for all correspondence (such as setting up briefing times, coordinating Evaluation Notice [EN] deliveries, if any, etc.). Furthermore, the contact list shall indicate the person to contact in the event the Offeror is awarded a delivery order (provide, at a minimum, contact's title, phone number, and e-mail address); typically the person to notify in the event of award is a senior professional of the corporation. Failure to comply with the terms and conditions of the Solicitation may result in the Offeror being removed from consideration for award at the sole discretion of the PCO.

#### **L.11.1 RESERVED**

#### **L.11.2 Content of Volume III**

The Administrative Information volume shall be organized according to the following general outline.

- Transmittal Letter
- Cover and Title Page

- Table of Contents with lists of Tables and Figures
- Executive Summary
- Completed SF 33
- Model Delivery Order (Section A through Section J)
- Section K - Representations, Certifications, and other Statements of Offerors
- CEO Certification
- Other Information Required
- Glossary of Abbreviations and Acronyms

### **L.11.3 Transmittal Letter**

**L.11.3.1** The Offeror shall submit a Transmittal letter which specifies the extent of agreement with all terms, conditions and provisions included in the UH-72A VMT Solicitation: any amendments to the Solicitation shall be acknowledged and accepted. Exceptions, deviations and waivers to the Solicitation will not be accepted with the proposal.

**L.11.3.2** The Offeror shall provide names, titles, and telephone and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government as well as any limitations on its authority in connection with this Solicitation in the event that the Government deems discussions to be necessary.

**L.11.3.3** The Offeror shall make a clear statement in the dated offer that the proposal is valid through for a minimum of 180 days.

### **L.11.4 Table of Contents – Administrative Information Volume III**

The Table of Contents shall list all documents contained in the Administrative Information volume.

### **L.11.5 Executive Summary**

An Executive Summary not to exceed 5 pages shall be provided as a top-level overview of the proposal. The Executive Summary shall provide the following information: a concise narrative summary of the entire proposal that highlights any key or unique features, excluding price; and, the salient features tied in with Section M evaluation Factors/Sub-Factors. Any summary material presented here will not be considered as meeting the requirements for any portions of other volumes of the proposal.

### **L.11.6 Model Delivery Order/Representations and Certifications**

The Offeror shall provide unaltered Model Delivery Order completion documents, to include Contractor information required by clauses. An authorized official with the ability to bind the firm shall sign the SF 33 and all certifications requiring original signature. The Offeror's proposal shall include submission of a completed and a signed copy of the SF 33, with Sections A through K of the STOC II Model Delivery Order. An Acrobat PDF file shall be created to capture the signatures for submission electronically. All fill-in clauses must be completed. This includes:

#### **L.11.6.1 Section A - Solicitation/Contract Form**

If any Solicitation amendments have been issued, the Offeror shall acknowledge receipt of all Solicitation amendments by completing Block 14 of SF33. Completion of Blocks 15 - 16 and signature and date for Blocks 17 and 18 of the SF33. An original signature endorsement by the Offeror on the SF33 constitutes an offer, which the Government may accept. The SF33 shall be executed by an official registered in Central Contractor Registration as authorized to bind the firm to perform the contract. The "Original" hard copy shall be clearly marked under separate cover and shall be provided without any punched holes.

**L.11.6.2 Section B - Supplies or Services and Costs/Prices**

The Offeror shall complete all cost/pricing information as set forth in Section B of the Model Delivery Order. The Offeror is responsible to ensure proposed amounts in Section B are consistent with the pricing information provided in the Cost/Price volume.

**L.11.6.3 Section C - Description/Specs/Work Statement**

No additional information is required.

**L.11.6.4 Section D - Packaging and Marking**

The Offeror shall identify any items that require special packaging/markings.

**L.11.6.5 Section E - Inspection and Acceptance**

The Offeror shall document its standard(s) for quality at FAR 52.246-11.

**L.11.6.6 Section F - Deliveries or Performance**

**L.11.6.6.1** The Offeror shall complete the delivery dates/period of performance found in Section F and these should correlate with the IMS provided in the Technical Volume.

**L.11.6.6.2** For all Options exercised upon award, the Government intends to base the required/desired delivery dates on the schedule reflected in Section F. Exercise of Options is subject to availability of funds and alternative delivery dates are found at FAR 52-211-9 entitled DESIRED AND REQUIRED TIME OF DELIVERY ALTERNATE I (APR 1984).

**L.11.6.7 Section G - Contract Administrative Data**

The Offeror shall complete the clause at PEO STRI 5152.201-5002.

**L.11.6.8 Section H - Special Contract Requirements**

The Offeror shall provide with their proposal proof of insurance to support meeting the requirements at PEO STRI 5152.228-5001. The Government may incorporate all, some, or none of the Offerors technical proposal under the delivery order, at the sole discretion of the PCO.

**L.11.6.9 Section I - Contract Clauses**

**L.11.6.9.1** The Offeror shall provide the required information in accordance with Section I of the Model Delivery Order. The Offeror shall not propose any additional Government Furnished Equipment/Property, with the exception of Government Property that is already in the Offeror's possession and integrated into their baseline production capability. For any Government Property, specifically Government-owned Special Tooling or Special Test Equipment, the Offeror shall provide approval from the Government office having cognizance over this property that said property can be authorized to be used for this effort on a rent-free basis. The Offeror shall also provide a listing of each item, including quantity, National Stock Number, nomenclature, date needed and duration of availability, acquisition value and the reason for need. This information shall be included in the Cost/Price volume. Upon contract award, the GFP will be included in the contract in Section I, FAR 52.245-01 or a separate attachment in Section J.

**L.11.6.9.2** Whereas the provision at FAR 52.232-16 provides for customary progress payments, Offerors must in their proposal demonstrate a need for government contract financing and document to what extent it is needed for prompt and efficient performance pursuant with FAR Part 32. Progress Payments are not automatic and must be

requested. Furthermore the Offerors proposal shall document analysis of the benefits in terms of reasonable consideration (better delivery, lower prices, more favorable terms and conditions, decreased risk).

#### **L.11.6.10 Section J – List of Exhibits and Attachments**

##### **L.11.6.10.1 Exhibits**

The Government will update Contract Data Requirements List (CDRL) to reflect correct contract/delivery order and other pertinent information prior to award.

#### **L.11.6.11 Section K - Representations, Certifications, and other Statements of Offerors**

**L.11.6.11.1** The Offeror shall provide completed representations, certifications, acknowledgements, and statements requiring explanation or instruction by completing Section K.

**L.11.6.11.2** Offerors shall identify the intellectual property rights and technical data rights included in their proposal submission IAW DFARS 252.227-7013.

**L.11.6.11.3** The Offeror shall complete clause 5152.209-5004. Additionally, the Offeror shall also complete and sign DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions which requires the Offeror to provide a definitive listing of all specific software and technical data the Offeror intends to provide with less than unlimited rights to the U.S. Government, including a listing of each item and the restrictions asserted. Please note that providing less than GPR will make the Offeror non-responsive to Technical Sub-Factor 1.1.

#### **L.11.7 CEO Certification**

The Offeror shall provide a statement of acceptance of all Solicitation terms and conditions. The Government will not permit alternate proposals or binding assumptions. The Government cautions Offerors that in order for its proposal to be eligible for award, the proposals shall be in compliance with the terms and conditions set forth in the Solicitation. If an Offeror proposes assumptions/conditions that conflict with the terms, conditions, and requirements set forth in the Solicitation the Offeror's proposal shall be considered non-responsive and eliminated from further consideration at the sole discretion of the PCO.

#### **L.11.8 Other Information Required**

##### **L.11.8.1 Government Offices**

Provide the mailing address, telephone and fax numbers and facility codes for the cognizant Contract Administration Office, Defense Contract Audit Agency (DCAA), and Government Paying Office. Also, provide the name and telephone and fax number for the Administrative Contracting Officer (ACO).

##### **L.11.8.2 Company/Division Address, Identifying Codes, and Applicable Designations**

Provide company/division's street address, county and facility code; Commercial and Government Entity (CAGE) code; Data Universal Numbering System (DUNS) code; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, teaming partner(s), or subcontractor(s), and the percentage of work to be performed at each location.

## Section M - Evaluation Factors for Award

### SOURCE SELECTION EVALUATION CR

#### **M.1 Basis for Award**

**M.1.1** This is a best value source selection using the trade-off process, conducted to provide STOC II Lot II contractors Fair Opportunity in accordance with (FAR Subpart 16.505, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), Army Federal Acquisition Regulation Supplement (AFARS), and the Department of Defense (DoD) Source Selection Procedures, and Army Source Selection Supplement (AS3), 21 December 2012. These regulations are available electronically at the FAR Site, <http://farsite.hill.af.mil>.

**M.1.2** The Government will base the source selection decision upon an assessment of Technical and Cost/Price. A DO may be awarded under STOC II to the Offeror who is deemed responsible in accordance with FAR Subpart 9.1, as supplemented, whose proposal conforms to the solicitation's requirements and is determined, based upon the evaluation Factors and Sub-Factors, to represent the best value to the Government. The Source Selection Authority (SSA) will base the source selection decision upon an integrated assessment of proposals against all source selection criteria in the solicitation (described below).

**M.1.3** The Government intends to evaluate proposals and award a contract without discussions with Offerors. However, the Government reserves the right to enter into discussions at the sole discretion of the PCO. If discussions are to be conducted, the PCO will establish a competitive range comprised of all of the most highly rated proposals, based upon the ratings of each proposal against all evaluation Factors and Sub-Factors. The decision to establish a competitive range will be made at the sole discretion of the PCO.

#### **M.2 Source Selection Process Flow.**

The Government will perform this source selection in the following manner:

##### **M.2.1 Step 1 – UH-72A VMT Proposal Submission**

All proposals will be received by the Contracting Officer not later than the hour and date given in the solicitation. Upon receipt of the UH-72A VMT Proposal from Offerors the Government shall document receipt in the Summary of Proposals pursuant with FAR Subpart 15.4. The Contract Specialist will review the original proposal to ensure proposals are in compliance with the submission requirements and will maintain the original as the control copy. The SSEB will control all copies of the Offerors' proposals and other associated data. Failure to submit all the required documentation in exactly the manner (timeliness and format) specified in the solicitation may constitute a basis for the Government to reject a proposal as non-compliant and therefore unacceptable, at the sole discretion of the PCO.

##### **M.2.2 Step 2– Late Submission**

The Government shall determine the timeliness of the Offeror's proposal submission pursuant with the Section L Submission Instructions. Late proposals submitted after 1:00 PM, EST, on 25 November 2014 shall be rejected pursuant with FAR Subpart 15.2.

##### **M.2.3 Step 3 – Disposition of Mistakes**

Evaluation Notices shall be prepared where necessary during the review of each Offeror's proposal. The SSA and PCO shall determine whether limited exchanges with the Offeror(s) are required for the purpose of eliminating minor uncertainties or irregularities in its proposal. Clarifications will not to be used to cure proposal deficiencies or material omissions, or otherwise revise the proposal.

#### **M.2.4 Step 4 – Initial Proposal Evaluation**

**M.2.4.1** The SSEB Chairperson shall convene the Source Selection Team (SST) to commence assessment of the Offerors' proposals. Offerors' proposals shall be reviewed in the order in which they were received by the Government. Evaluators shall conduct their independent evaluations of each Sub-Factor, assign the Sub-Factor rating, and meet for team consensus discussions before moving onto the next Sub-Factor. Teams shall completely finish evaluating one Offeror's proposal, including consensus discussions, before moving onto the next proposal.

**M.2.4.2** Upon receipt of proposals, evaluators will read their applicable section to gain an understanding of the level of the information and determine if errors, omissions or deficiencies exist. Major problems will be reported to the respective Factor Chairperson and the SSEB Chairperson. The SSEB Chairperson will notify the PCO and/or the Contract Specialist of any major problems.

**M.2.4.3** The individual SSEB evaluators will assign the appropriate rating with the documented supporting rationale to each Factor/Sub-Factor. Each SSEB Factor Chairperson will prepare an overall narrative summary for his/her respective Factor along with recommended Factor ratings and forward them to the SSEB Chairperson and the Contract Specialist.

#### **M.2.5 Step 5 - Initial Proposal Evaluation Report**

All consensus evaluations are rolled up by the SSEB Chairperson into the Initial Proposal Evaluation Report (PER). This report will be forwarded to the Contract Specialist for review before being briefed to the SSA and shall contain the adjectival assessments for each Factor (excluding Cost) and the supporting rationale. After legal review, the SSEB Chairperson, with the support of their Factors leads will brief the SSA of the evaluation results.

#### **M.2.6 Step 6 - Discussions**

The SSA, at their discretion, will make a determination to award without discussions or enter into discussions. If discussions are required a Competitive Range determination shall be documented. If discussions are conducted, the Contracting Officer and Contracting Specialist will complete all correspondence. After all consensus Evaluation Notices are reviewed by the legal office, they will be forwarded to individual Offerors for their responses. If the SSEB has additional questions based upon the responses, they will be reviewed by the legal office and again forwarded to the Offerors

#### **M.2.7 Step 7 – Competitive Range**

If completion of a Competitive Range determination by the PCO is necessary, Offerors not considered by the SSA to be among the most highly rated proposals will be considered outside the competitive range, will be eliminated from further consideration, and the Offeror(s) will be so informed.

#### **M.2.8 Step 8 – Request for Final Proposal Revisions**

If it is determined discussions are necessary a request for Request for Final Proposal Revisions will be made in writing to all Offerors who remain in the competitive range. A due date for all FPRs and page limits will be defined in the request.

#### **M.2.9 Step 9 – Final Evaluation**

**M.2.9.1** Assuming FPRs are received as a result of a competitive range determination and conclusion of discussions, the SST shall convene and complete final evaluations. The SSEB Chairperson shall document results in the Final PER. The SSEB Chair will brief the SSA on the results of the Final PER.

**M.2.9.2** If discussions are not required, initial documents of the evaluation shall become final.

#### **M.2.10 Step 10 – Source Selection Authority Decision**

**M.2.10.1** SSA will make the final determination of the Offeror selected for award. The SSA in making a selection is not bound by the findings of the SSEB. The SSA is only limited in that his/her selection must have a rational basis in terms of the evaluation Factors in the solicitation and must meet all legal and procedural requirements of the evaluation process.

**M.2.10.2** The SSA will document the source selection final decision in the Source Selection Decision Document (SSDD). This document shall reflect the SSA's independent judgment and comparative assessment of all the Offerors. All tradeoffs will be clearly articulated and justified. The final decision, which will be an integrated assessment based on the entire evaluation process, will be executed by the SSA.

#### **M.2.11 Step 11 – Award Notice**

After appropriate reviews of the contract file the PCO will make the award. The PCO, after appropriate legal review, will then make the award and debrief the unsuccessful Offerors(s), if requested.

#### **M.2.12 Step 12 – Debriefings**

The PCO will debrief the unsuccessful Offerors(s), if requested. Debriefings will be conducted by the PCO with the assistance of the Contract Specialist, in concert with the SSEB Chairperson, in a manner/format that will be prescribed by the PCO.

### **M.3 Evaluation Factors**

The award will be made based upon the best overall (i.e., Best Value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the published evaluation Factors:

1. Technical
2. Cost/Price

### **M.4 Relative Importance of Factors and Sub-Factors**

Factor 1, Technical and Factor 2, Cost/Price are equal in value. As proposal ratings tend toward equality between technical and price, price will become a more determinative factor.

Factor 1 Subfactors are equal in value.

### **M.5 Best Value**

**M.5.1** The Government intends to make one award to the Offeror whose proposal represents the Best Value to the Government. Best Value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Subjective judgment against objective criteria is implicit in the evaluation process. The Government anticipates awarding without holding discussions, based upon initial offers.

**M.5.2** Offerors are cautioned that award may be made to other than the lowest-priced proposal if the Government determines that paying a price premium is warranted due to the evaluation of technical factors. The Government may also award to other than the highest technically rated proposal, if the Government determines that paying a price premium is not warranted.

**M.6 Evaluation Approach.**

**M.6.1** In accomplishing duties related to the source selection process, employees of Scientific, Engineering, and Technical Assistance (SETA) firms may require access to proprietary information contained in Offerors' proposals. All SETA Contractors supporting the evaluation process are required to sign and submit a Source Selection Participation Agreement (SSPA) and statements of financial interest to the Government. These non-Government members are technical advisors and not proposal evaluators.

**M.6.2** Offerors are advised that SETA Contractors may assist the Government in a support capacity throughout the performance of the UH-72A VMT DO and/or any resulting modification to the UH-72A VMT DO. These individuals will be authorized access only to those portions of the proposal data and discussions that are necessary for them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition.

**M.7 Evaluation Criterion – Technical**

TO BE ELIGIBLE FOR DELIVERY ORDER AWARD, OFFEROR MUST ACHIEVE A RATING OF ACCEPTABLE OR HIGHER FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS IN ORDER TO BE CONSIDERED (ELIGIBLE) FOR DELIVERY ORDER AWARD. OFFERORS ARE ON NOTICE THAT RECEIVING A RATING OF LESS THAN ACCEPTABLE FOR ANY SUB-FACTOR MAY CAUSE THE OVERARCHING TECHNICAL FACTOR TO BE RATED AS LESS THAN ACCEPTABLE, AT THE SOLE DISCRETION OF THE GOVERNMENT.

**M.7.1 Technical - Factor 1**

The Government will evaluate the Offeror's technical approach to meet the overall requirements of the SOW and System Specification. The Government will select a Prime Contractor who develops a UH-72A VMT training solution that provides full government purpose rights with associated Technical Data Package (TDP). The proposed solution must also include contract management tools for the UH-72A VMT facilities, personnel, and delivery schedules.

**M.7.2 Sub-Factor 1.1 Technical Requirements and Open Architecture**

The Government will evaluate the Offeror's proposed plan for training-task-decomposition to ensure that all tasks can be trained to standard.

The Government will evaluate how the Offeror's proposed plan to meet the Statement of Work (SOW) and System Specification given the limited availability of the UH-72A platform data that is prevalent on the UH-72A Commercial Off-The-Shelf (COTS) based aircraft to which the Government has little to no access.

The Government will evaluate how the design provides an open architecture to support sustainability, future modifications and expandability; and allowing for interoperability and commonality of components.

The Government will evaluate the Offeror's development, integration, and test strategy to ensure the requirements of the SOW and System Specification are met.

The Government will evaluate the proposed three dimensional (3D) interactive modeling of the aircraft and its components.

The Government will evaluate the concept diagrams for the VMT laboratory workstation to include how its components would be used to interact with 3D virtual simulation.

The Government will evaluate the proposed reach back training applications (“apps”) to include the use of cross platform game creation systems.

The Government will evaluate the proposed approach for how the VMT will support task troubleshooting to include task decomposition.

The Government will evaluate the proposed approach to simulating engine operations, to include instrument readouts for crewstation displays.

### **M.7.3 Sub-Factor 1.2 Government Purpose Rights and Technical Data Package**

The Government will verify that the Offeror will provide new and modified software and a complete Technical Data Package (TDP) to the Government with full Government Purpose Rights (GPR), either new or the Offeror’s existing software or technical data reused from previous efforts, programs or contracts or other sources or subcontractors.

The intent of requiring GPR is to allow the Government to pursue future upgrades, modifications and Life Cycle Support efforts in a competitive environment. Excessive use of proprietary or COTS software is not consistent with this intent and may be considered a weakness when evaluated by the Government.

### **M.7.4 Sub-Factor 1.3 Facility, Personnel, and Schedule Management**

The Government will evaluate the Offeror’s approach to managing the effort, resources, facilities, equipment, and personnel that will be necessary to complete the tasks in the UH-72A VMT SOW and System Specification, to include descriptions provided in proposed Integrated Master Schedule (IMS), showing the major milestones and their interdependencies. The Government will evaluate the Offeror’s proposed IMS delivery schedule for all production units for risk and feasibility. The Government will evaluate the Offeror’s IMS via a Microsoft Project 2007 file. The Government will evaluate the Offeror’s proposed plan to provide manpower and responsiveness to the ICS requirements outlined in the SOW.

### **M.7.5 Technical Factor Definitions**

Ratings for the Technical Factors and their Sub-Factors will be expressed as a single rating which includes consideration of risk in conjunction with the significant strengths, strengths, significant weaknesses, weaknesses, and deficiencies in determining technical ratings. The rating includes a Technical Rating (Table M-1) for the quality of the Offeror’s technical solution for meeting the Government’s requirements.

#### **M.7.5.1 Technical Ratings**

Technical evaluations shall utilize the ratings listed in Table M-1 below.

<b>Table M-1 Technical Ratings</b>		
<b>Color</b>	<b>Rating</b>	<b>Description</b>
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains

		strengths that outweigh any weaknesses.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.

### M.7.5.3 Key Evaluation Terms and Definitions

**Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

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

**Significant Strength.** An aspect of the Offeror's proposal that appreciably enhances the merit of the proposal or appreciably increases the probability of successful contract performance.

**Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness.** A flaw in the Offeror's proposal that appreciably increases the risk of unsuccessful contract performance.

### M.8 Evaluation Criteria – Cost/Price

The Government will evaluate the Offeror's proposed prices in accordance with FAR Subpart 15.404-1. The Government will add all Firm Fixed Priced CLIN/SLIN prices including Options to arrive at a total evaluated price (TEP). The TEP will be the Price used in the Government's "best value" tradeoff to select the awardee for this DO. Those items denoted as "Option" in the solicitation, Section B, will be placed into the delivery order as Options. Evaluation of Options shall not obligate the Government to exercise such Options.

NOTE: No cost/price information shall be included in the technical volume.