

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 37
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND PEO 2451 CRYSTAL DRIVE ARLINGTON VA 22202	CODE N00039	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N00039-09-R-1200	
		X	9B. DATED (SEE ITEM 11) 27-Aug-2009	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to make the following changes to the solicitation: See attached pages.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. Section B – Add Cost Only CLIN 0009 to accumulate Travel Costs under.
2. Section F – Modify Clause F-303 to include the Period of Performance for CLIN 0009.
3. Section G – Modify Clause G-314 to add Cost Only to the contract type.
4. Section H – Modify Clause H-5 to add Cost Only to the contract type.
5. Section H – Modify Clause H-322 to add Cost Only to the contract type.
6. Section I – Add 4 Section I Clauses: Clause 52.232-1 Payments, 52.243-1 Alt.II Changes-- Fixed-Price, 52.243-2 Alt.II Changes-- Cost Reimbursement and 52.219-2 Termination for Convenience of the Government.
7. Section I – Delete Clause 52.243-2 Alt.I Changes-- Cost Reimbursement.
8. Section J -- Update the list of attachments.
9. Section J -- Replace the existing Attachment 1 Performance Work Statement (PWS) (Revision 1) with a revised PWS (Revision 2).
10. Section L – Modify Section 1.3 Contract Award to add Cost Only to the contract type.
11. Section L – Replace Section 2.2 Proposal Format with a revised Section 2.2 Proposal Format.
12. Section L – Replace Section 2.3 Volumes, subsections 2.3.3 & 2.3.4 with a revised Section 2.3 Volumes, subsections 2.3.3 & 2.3.4.
13. Section L – Modify Section 2.6 Volume III, subsection 2.6.1 to add Cost Only to the contract type.
14. Section L – Replace Section 2.6.3 Organization of Cost Volume, subsection 1.1 Cost Summary with a revised Section 2.6.3 Organization of Cost Volume, subsection 1.1 Cost Summary.
15. Section L – Replace Section 2.6.3 Organization of Cost Volume, subsections 2.1 & 2.5 with a revised Section 2.6.3 Organization of Cost Volume, subsections 2.1 & 2.5.
16. Section L -- Modify Clause 52.216-1 to add Cost Only to the contract type.
17. Section M – Replace Section 1.5, Factor 5 – Evaluated Cost with a revised Section 1.5, Factor 5 – Evaluated Cost.
18. All other solicitation terms and conditions remain unchanged.

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 COST			Lot		NTE
	Travel FOB: Destination				
ESTIMATED COST					\$313,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0009:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

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

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

CLIN(S)	*PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS
0001	18 February 2010 – 30 May 2012
0002	18 February 2010 – 17 February 2015
0003	18 February 2010 – 17 February 2015
0004	18 February 2010 – 17 February 2015
0005	18 February 2010 – 17 February 2015
0006	18 February 2010 – 17 February 2015
0007	18 February 2010 – 17 February 2015
0008	18 February 2010 – 17 February 2015
0009	18 February 2010 – 17 February 2015

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

- CLIN 0001 The Government anticipates ordering CLIN 0001 (Phase I) one time during the 5 year ordering period.
- CLIN 0002 The Government reserves the right to order none, some or all of the Post-Core capabilities (as described in the Performance Work Statement of the basic contract) in one or more task/delivery orders against CLIN 0002. While delivery of Post-Core capabilities may occur in one or more delivery/task orders, the Contractor shall only be required to deliver each capability one time.
- CLIN 0003 - CLIN 0008 The Government anticipates ordering against CLIN 0003 - CLIN 0008 multiple times during the 5 year ordering period.
- CLIN 0009 The Government anticipates ordering against CLIN 0009 multiple times during the 5 year ordering period consistent with the terms in clause H-350 and not to exceed the stated ceiling.

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

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

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

CLIN(S)	PERIOD(S) OF PERFORMANCE
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N/A

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

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

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

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H-5

PROCEDURES FOR ISSUING ORDERS (SPAWAR)

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

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

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

- (i) Date of Order
- (ii) Contract, order number and requisition number
- (iii) Appropriation and accounting data
- (iv) Description of the tasks to be performed
- (v) Description of end item(s) or service to be delivered
- (vi) DD Form 254 (Contract Security Classification Specification), if applicable
- (vii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract
- (viii) Exact place of performance

- (ix) the place and manner of inspection and acceptance
- (x) Period of performance
- (xi) The fixed price, estimated cost plus fixed fee or ceiling price for the order (as applicable)
- (xii) List of Government-furnished property and the estimated value thereof, if applicable
- (xiii) Delivery date
- (xiv) Applicable contract line item number (CLIN)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

(*) A cost-type delivery order will be issued when the scope of work requires travel.

(End of clause)

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.232-1	Payments	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004

The following have been deleted:

52.243-2 Alt I Changes--Cost-Reimbursement (Aug 1987) - Alternate I APR 1984

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Updated

Section J:

Exhibit A ETMDS CDRLs

Attachment 1: Performance Work Statement (PWS) Revision 2

Attachment 2: Notional Schedule ETMDS Phase I

Attachment 3: Resume Format

Attachment 4: Desired Key Personnel Qualifications

Attachment 5: Past Performance Questionnaire Revision 1

Attachment 6: Relevant Experience Form

Attachment 7: PMW 240 TEP Guidebook

Attachment 8: PMW 240 Risk Management Plan

Attachment 9: PMW 240 Configuration Management Plan

Attachment 10: PMW 240 Schedule Management Plan (SMP)

Attachment 11a: Architectural Overview (PROD)

Attachment 11b: Architectural Overview (GAT)

Attachment 12: Interface Control Document

Attachment 13: GFP Template Revision 1

Attachment 14: Ratings Guide Revision 1

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

SECTION L

SECTION L – Instructions, Conditions and Notices to Bidders

1. PROPOSAL REQUIREMENTS

1.1 Definitions. As used in this provision

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

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

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

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

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

1.2.1 Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the Solicitation by the time specified in the Solicitation. If no time is specified in the Solicitation, the time for receipt is **12 p.m.**, local time, for the designated Government office on the date that proposal or revision is due.

1.2.2 Any proposal, modification, or revision received at the Government office designated in the Solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and:

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

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

1.2.5 It is the only proposal received.

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

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

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

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

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

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

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

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

1.3 Contract award

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

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

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

1.3.4 The Government intends to evaluate proposals and award a contract upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Government may contact any or all or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 15.

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

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

1.4 Minimum Offer Acceptance Period

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

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

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

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

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

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

1.5 Content

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

1.5.2 The first page of the proposal must show:

(i) The Solicitation number;

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

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

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

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

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

1.5.3.1 Mark the title page with the following legend:

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

1.5.3.2 Mark each sheet of data it wishes to restrict with the following legend:

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

2.0 ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

2.0.1 GENERAL INSTRUCTIONS

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

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

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

2.1.1 Hard copy proposals shall be submitted to:

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

2.1.2 Electronic proposals shall be submitted as follows.

Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.sscno.nmci.navy.mil>.

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

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

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

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

(2) Electronic proposal submissions and supporting information shall be submitted consistent with paragraph 2.1.2 above. All view graphs shall be in or compatible with Microsoft Office PowerPoint 2003. All spreadsheets shall be capable of being manipulated in Microsoft Excel 2003 format and shall be submitted with all formulae intact. All text shall be in or compatible with Microsoft Word 2003. All schedules shall be in or compatible with Microsoft Project 2003. Offerors shall submit all signature pages as either scanned ("TIFF") or "PDF" documents. Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" signature pages. Variations in electronic submission requirements may be requested within 10 calendar days after release of the RFP.

Each Offeror shall submit an offer/proposal and other written information in strict accordance with these instructions. Failure to comply with the submission instructions outlined in subparagraphs (1), (2) and (3) above may result in the proposal being deemed unacceptable. Offerors are solely responsible for ensuring the electronic and hard copy proposals are identical. Offerors are advised that discrepancies between the electronic and hard copy proposals may be evaluated as deficiencies.

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

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

2.3.1

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

- SF 33 with blocks 12 through 18 completed by the Offeror
- Section B with CLIN prices or costs and fees inserted by the Offeror
- Section K completed by the Offeror
- Consent and agreement to the Performance Work Statement and all clauses applicable to each section and the ones with fill-ins completed by the Offeror and any other information requested provided
- Acceptance, via signature, of all amendments

- Equal Employment Opportunity information
- Small Business Subcontracting Plan, including Master Plan (if applicable)
- Points of Contact including name, address, phone number, and email address for DCMC and DCAA for informational and administration purposes.
- Copies of the most recent DCAA approval of the following for the Offeror and any proposed subcontractors:
 - An approved Accounting System
 - An approved Purchasing System
 - A determination of Adequacy on the Offeror's Disclosure Statement (if required) pursuant to FAR 30.202
 - Audits of direct and indirect rates, including Forward Pricing Rate Agreements

2.3.2

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

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

SECTION 1.0 – TECHNICAL APPROACH/CAPABILITY (Factor 1)

Section 1.1 – Product Capability (Subfactor 1.A)

Section 1.2 – Implementation Approach (Subfactor 1.B)

Section 1.3 – Data Rights (Subfactor 1.C)

SECTION 2.0 – MANAGEMENT APPROACH (Factor 2)

Section 2.1 – Management Plan (Subfactor 2.A)

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

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

2.4 Volume I Offer (No Page Limit)

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

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

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

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

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

2.5 Volume II Technical

2.5.1

SECTION 1.0 – TECHNICAL APPROACH/CAPABILITY.

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

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

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

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

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

The Offeror shall describe how their system is modular and upgradeable. The Offeror shall clearly define any Application Program Interfaces, interface mechanisms, algorithms and data structures that will affect a third party's ability to extend/augment the functionality of ETMDS. Offerors shall assume the third-party is an individual having a journeyman level of expertise in the augmentation and extension of complex, enterprise class eLearning delivery systems, and does not otherwise have any prior knowledge of, or experience with, the Offeror's proposed solution. The Offeror shall describe the ease with which their proposed solution could accept upgrades, or implement other unanticipated changes that may be necessary.

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

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

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

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

- d. 2,000,000 registered users / 12,000 peak concurrent users

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

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

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

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

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

Section 1.2 – Implementation Approach (Maximum of 15 pages)

The Offeror shall describe their proposed approach for initial implementation of the ETMDS capability. This description shall acknowledge the existing eLearning delivery capability and define an ETMDS transition plan/methodology that minimizes the period during which eLearning delivery capability will be disrupted. Included within this transition plan shall be a description of how the interfaces associated with the existing eLearning system will be maintained both during the transition and afterward. The transition plan shall define the approach that will be used to migrate legacy eLearning data into ETMDS as well as the testing process that will be used to verify the integrity of that data once it has been migrated into ETMDS. The migration approach shall strike an appropriate balance between any risks associated with full and complete migration

occurring within 72 hours, or less, (i.e. a “knife edge” cutover) and the potentially greater cost, complexity and logistics burdens associated with a more extended migration period. The Offeror shall explain why the particular balance proposed offers the best value to the Government.

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

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

For all ETMDS designs and deliverables under this contract, it is the Government's desire that all noncommercial technical data (TD) and computer software/computer software documentation (CS/CSD) be delivered with Unlimited Rights, or, if such noncommercial TD/CS/CSD contains elements generated previously with Offeror's own capital, with a minimum of Government Purpose Rights (as defined in DFARS 252.227-7013 and -7014). If the Offeror proposes to deliver commercial TD/CS/CSD, it is the Government's desire to obtain a license to the commercial TD/CS/CSD that would grant the Government the equivalent of Government Purpose Rights (GPR). In the event an Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such rights as desired by the Government, the Government will evaluate the impact on the Government's ability to use, modify, release, or disclose such TD, CS, or CSD. Further, the Government will consider the adverse cost impact of less than Unlimited Rights/Government Purpose Rights in the price evaluation as called for in other portions of the Solicitation. An Offeror will not, however, be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data and/or software to be delivered under this contract for which it is entitled to assert those restrictions pursuant to the DFARS 252.227-7013 and 252.227-7014; nor is the Government's goal of acquiring GPR as a condition of award, rather it is a factor in the source selection decision.

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

- (1) The Offeror shall complete and submit the table as directed in the Section K provision(s) entitled "Identification, and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) and, if applicable “Technical Data Previously Delivered to the Government” (DFARS 252.227-7028). The Offeror shall also complete and submit the table and information directed in the Section H provision, entitled H-1 “Identification and Assertion of Restrictions on Commercial Technical Data and Computer Software”.
- (2) The Offeror shall provide the following Supplemental Information to the "Identification, and Assertion of Use, Release, or Disclosure Restrictions" and “Technical Data Previously Delivered to the Government” tables:
 - (a) For each item of noncommercial TD, CS, and/or CSD on the Offeror's 252.227-7017/7028 list(s) that the Offeror asserts should be delivered with less than GPR, the Offeror shall provide a narrative that clearly describes its approach to utilizing proprietary products and its rationale for the use of proprietary

products. The Offeror shall justify any use of proprietary, vendor-unique, or closed components and interfaces. If applicable, the Offeror shall define its process for identifying and justifying proprietary, vendor-unique or closed interfaces, code modules, hardware, firmware, or software to be used. When interfaces, hardware, firmware, or modules that are proprietary or vendor unique are required, the Offeror shall propose how those proprietary elements do not preclude or hinder Government's desire to, in the absence of any direct support from the Offeror:

- i. Enable third-party Government or contractor teams to integrate additional hosted applications and functionality to the Offeror's proposed solution;
- ii. Enable third-party Government or contractor teams to successfully complete installations; and
- iii. Enable third-party Government or contractor teams to perform in-service engineering activity (ISEA), application host facility functions, and day-to-day host application support

(3) If a commercial or open source solution is proposed, the Offeror shall include as part of the proposal any and all Commercial or Open Source License Agreements applicable to CDRLs or other deliverables under this contract, including those applicable to the Offeror's subcontractors. The Government reserves the right to negotiate terms of use and conditions of the commercial licenses that are inconsistent with normal Government practices as stated in the Section I Clause "Technical Data – Commercial Items" (DFARS 252.227-7015). The resulting license agreements will be an Attachment to the executed contract.

2.5.2

SECTION 2 – MANAGEMENT APPROACH.

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

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

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

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

Subcontractor Management. If teaming or subcontracting is contemplated, the Offeror shall provide a list of the proposed subcontractor(s) or team members with key points of contact for each. The Offeror shall discuss how it will manage its subcontractor(s) to ensure technical performance, and how it will manage subcontractor cost and schedule. The Offeror shall clearly articulate the portion(s) of the PWS that will be subcontracted and which subcontractor(s) will

perform those task(s). The Offeror shall provide its plan for Problem Notification/Resolution as it relates to the Offeror's team. The plan for subcontractor management shall also include lines of authority, responsibility and communication flows.

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

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

Section 2.2 – Schedule_(No page limit)

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

Section 2.3 – Small Business Utilization

Offerors, unless otherwise exempt, due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan, as part of Volume I. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the offer ineligible for award of a contract.

Small Business Subcontract Plan (Applies to Large Business Offerors)

The following SPAWAR Subcontracting Goals for this procurement are provided to assist in the development of the Offeror's Subcontracting Plan:

- Total Small Business – 30%
- Woman Owned Small Business – 5%
- HUB Zone – 3%
- Service-Disabled Veteran Owned Small Business – 3%
- Veteran Owned Small Business – 3%

The above goals are provided as a baseline for preparing the subcontracting plan. The percentages shown above are percentages of the total amount (dollars) subcontracted. The subcontracting plan shall propose subcontracting goals for this specific requirement. If the subcontracting plan does not meet the above goals in any category it shall clearly explain why the goal is not being proposed and what actions the contractor is undertaking to maximize small business subcontracting goals in an attempt to bring the percentages to or above the SPAWAR goals.

Small Business Participation Plan (Applies to Small Business Offerors)

Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

Commitment to the Small Business Program (Applies to All Offerors)

All Offerors shall clearly indicate the amount and type of meaningful work that will be performed by small businesses (identified by name if known). The Offeror shall provide sufficient information to demonstrate that the tasks assigned to the selected small business subcontractors are meaningful in the overall success of the program and also broaden the subcontractors' technical capability. If the subcontractor(s) is known, Offerors shall specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

Small Disadvantage Business (SDB) Participation (Applies to All Offerors including small Disadvantaged Businesses (SDBs):

After completing an independent assessment of the opportunities available for subcontracting with small disadvantaged firms in under-represented areas, Offerors shall propose a target for SDB participation by completing the Section H clause at H.6, Small Disadvantaged Business Participation – Contract Targets, to include identification of SDB subcontractors and associated NAICS Industry Subsectors. The target for SDB participation in clause H.6 shall be expressed as a percent of TOTAL CONTRACT VALUE. The targets shall only include subcontracts with SDB concerns in those industries designated by the Department of Commerce as under-represented areas by NAICS Industry Subsector. (Note: the NAICS code applicable to the ETMDS requirement overall is 541512. This is being provided for informational purposes; Offerors may use other NAICS codes if appropriate). The General Services Administration has posted this Department of Commerce determination at <http://www.arnet.gov/References/sdbadjustments.htm>. If the Offeror is an SDB, it shall provide with its offer a target for the work that it intends to perform. Like other Offerors, an SDB prime should provide a target for the work intended to be performed by a first tier subcontractor in the authorized subsectors.

Guidance for completing the tables in Section H.6 (a) and (c): The Department of Commerce determination uses Standard Industry Codes (SIC) instead of NAICS. Offerors may use the following steps to convert SIC to NAICS, and to complete Section H.6.

a. Using the website below, identify the applicable 6-digit 2007 NAICS Code, and the corresponding 6-digit 2002 NAICS Code, for the work that is to be subcontracted to a small disadvantaged business. The 2007 and 2002 Codes may or may not be the same as one another.

<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007>

b. Using the website listed below, convert the corresponding 2002 NAICS code to the corresponding 1987 Standard Industry Code (SIC).

<http://www.census.gov/epcd/naics02/N02TOS87.HTM>

c. Using the website listed below, determine if the corresponding 1987 SIC is under-represented. If the “SIC Major Group” (e.g., the first two digits of the corresponding 1987 SIC) is listed on the website below, that SIC Major Group, and the corresponding 2002/2007 NAICS codes, are considered to be under-represented.

<http://www.arnet.gov/References/sdbadjustments.htm>

d. List the applicable under-represented 2007 NAICS code(s) in the “NAICS Industry Subsectors” column in the applicable table in Section H.6, along with the data required by the remaining columns in the table.

SECTION 3.0 –RELEVANT EXPERIENCE

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

The Offeror shall complete the Relevant Experience Form (RFP Attachment 6) for up to three (3) relevant contracts which, when combined, address relevant experience in each of the PWS task areas. It shall not parrot the PWS task descriptions, as that is ineffective in supporting the Offeror’s claim of having gained relevant experience in the given task area. The Offeror shall address its relevant work processes and procedures associated with performing the work, as well as the difficulties and uncertainties encountered. The Offeror shall also provide information on problems encountered on previous contracts and the corrective actions taken. The narrative shall also contain the benefits gained by the Government from each contract or subcontract performed. To be relevant, the contracts cited should involve development and integration of an eLearning system of essentially the same magnitude of effort and complexities that will be required for ETMDS.

The up to three (3) relevant experiences should be the most heavily used instantiations of their proposed solution that have been in place, in an operational environment, for at least one year. In the event that an Offeror is unable to cite instantiations meeting the one year threshold, instantiations that come closest to this threshold may be used. The degree of usage of an instantiation shall be based on the cumulative amount of learner time spent using the proposed solution (or one based on the same product mix) over one year. For the purposes of this evaluation, a unique instantiation shall be considered as being comprised of all of the hardware,

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

Date of establishment
Current number of registered users
Course completions per year

Additional discriminators to evaluate relevancy of one or more instantiations are:

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

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

SECTION 4.0 –PAST PERFORMANCE

Past Performance (No page limit)

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

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

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

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

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

The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

2.6 Volume III Cost/Price (No Page Limit)

2.6.1 GENERAL

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

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

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

2.6.2 PRICE AND FUNDING INFORMATION

For the purpose of pricing and evaluating the cost/price data, the date of award is anticipated to be February 18, 2010. The Government estimate to complete the PWS during the 5 year ordering period is \$10.4M. The Government estimate to complete Phase 1 as identified in the PWS is

\$2.7M. These Government estimates are being provided for informational purposes only. The Offerors shall fill out the dollar amounts in the IDIQ CLINs (Section B).

2.6.3 ORGANIZATION OF COST VOLUME

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

2.6.3.1 Cover Letter, Title Page, Table of Contents

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

2.6.3.2 SECTION 1.0 – SUMMARY COST DATA

Sub-Section 1.1: Cost Summary

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

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

In providing a cost summary for CLIN 0002, Offerors shall assume that all Post-Core capabilities will be ordered in fiscal year 2013. This is merely an assumption for purposes of developing a cost proposal. Offerors are reminded that the Government reserves the right to order none, some or all of the Post-Core capabilities in one or more task/delivery orders against CLIN 0002 throughout the five year ordering period. While delivery of Post-Core capabilities may occur in one or more task/delivery orders, the Contractor shall only be required to deliver each capability one time.

Offerors shall not propose a cost summary for CLIN 0009 (Travel). The Government has instead established a not-to-exceed ceiling of \$313,000 for CLIN 0009. For informational purposes only, a break out of estimated travel costs by contract year is provided below. Again, this is merely for informational purposes only. The estimated costs below do not constitute "ceilings" for each contract year. The ETMDS contractor shall ultimately invoice for approved travel costs consistent with clause H-350, and the total travel costs for the entire five year ordering period shall not exceed the established ceiling for CLIN 0009.

Year 1 - \$87,000

Year 2 - \$63,000

Year 3 - \$87,000

Year 4 - \$43,000

Year 5 - \$33,000

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

COST ELEMENTS

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

SECTION 2.0 – SUPPORTING COST DATA

The Offeror shall provide as a minimum the following cost information in order for cost realism to be assessed. DCMC, DCAA and other Government agencies may be contacted to verify data. The Offeror shall provide under each cost element a narrative description in whatever detail is required to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide the assumptions and methodology used to estimate each element of cost. The Offeror shall clearly describe how the CLIN prices in Section B were developed based on the Offeror's discussion of the elements of cost identified below.

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

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

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

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

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

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

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

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

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

Provide direct labor rates for each category of labor proposed by fiscal or calendar year as appropriate. Indicate whether these rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government (enclose a copy of any FPRA). Additionally, detail any union agreements that control labor rates. Highlight wage rate forecasting assumptions, including escalation, and provide the basis for such escalation. If known, any differences between the DCAA-recommended rates and those proposed should be isolated and discussed. Finally, provide the most recent three (3) years of prior actual rate history by labor category. Offerors will not be required to submit three years of prior actual rate history by labor category if the proposed labor rates are subject to a Forward Pricing Rate Agreement (to be submitted with the proposal) or if the offerors most recent DCAA audit was completed within the last 12 months of the proposal submission date (audit report to be submitted with the proposal).

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

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

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

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

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

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

Sub-Section 2.2: Indirect Costs - Provide proposed overhead and G&A rates and amounts should be clearly stated in the proposal, along with cost of money factors and amounts of each calendar or fiscal year as appropriate. Indicate if these rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government (enclose a copy of any FPRA). If known, any differences between the DCAA-recommended rates and those proposed should be isolated and discussed. Explain the basis for any significant rate differences between the prior three (3) years period and those rates now proposed. Cost of Money will only be an allowable cost if proposed.

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

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

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

Offeror shall submit with his proposal the following:

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

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

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

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

The GFP and the amount of time used to calculate GFP rental value shall be that required for the production of the maximum quantity of items that may be required under any contract resulting from this Solicitation. However, the Government is under no obligation to provide those items as GFP; Offerors should take this into account when proposing an ETMDS solution.

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

Providing these items as GFP is limited to the terms and conditions of the applicable licensing agreements. With the exception of ELIAAS, licensing only supports usage at a

DoN facility for authorized users for internal Navy purposes and would not accommodate any usage that might need to occur at a contractor facility for developmental effort. The Government will provide the relevant COTS license(s) to the successful Offeror upon contract award as appropriate. Refer to additional information on these products in the PWS Section 1.2, Background.

- Oracle Database Enterprise Edition pursuant to Order EP21 against the Army's Blanket Purchase Agreement Number DAAB15-99-A-1002 (note: the BPA was reissued as W91QUZ-07-A-001). For more information go to <http://www.it-umbrella.navy.mil/contract/enterprise/deal/oracle/oracle.shtml>.
- Questionmark Perception – Enterprise Manager/Authoring Manager, version 4.4.1, service pack 3. Questionmark Corporation granted the US Navy one (1) Enterprise-Wide Perpetual license (non-exclusive and non-transferrable). The license allows for unlimited concurrent participants, 150 concurrent administrators, 150 concurrent authors, and unlimited servers.
- Rustici SCORM Engine – version 2007.1, fully described within part 1.2 of the PWS. Rustici Software granted the US Navy an Enterprise Wide Perpetual License for the Rustici SCORM Engine. The license includes all rights and privileges to modify, change, and/or customize the software as required to support the integration and functionality required by the Navy.
- ELIAAS – A GOTS product, fully described within part 1.2 of the PWS.

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

NOTE: No use of Government owned property other than as prescribed above will be authorized under the resulting contract unless such use is approved in writing by the Contracting Officer having cognizance of the property and either rent computed is charged to and paid by the Contractor, or the contract price is reduced by an equivalent amount.

Sub-Section 2.6: Technical Data/Software Rights

In addition to the submission requirement of DFARS 252.227-7017, the Offeror shall provide a list entitled “Supplemental Information Concerning Cost/Price of both

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

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

(2) For all TD, CS, and/or CSD that the Offeror proposes to deliver with less than Government Purpose Rights (GPR), as defined in DFARS 252.227-7013 (NOV 1995) and/or DFARS 252.227-7014 (JUN 1995), and for which the Offeror does not offer an option or the terms of any option offered are deemed undesirable by the Government, the Government will apply a price adjustment factor to an Offeror’s proposed price in arriving at the total evaluated price, as set forth in Section M. The Offeror may provide information, including the cost of any available licenses, whether commercial or noncommercial, to assist the Government in making an accurate estimate of such costs.

(3) Duty to Submit Negative List. If there is no supplemental information to be submitted in the Supplemental 7017 Cost/Price List the Offeror shall submit the

list and enter "None" as the body of the list. Failure to provide a negative list may expose the Offeror to having a price evaluation factor for license rights applied to its total evaluated price as set forth in Section M.

2.7 Submission Requirements

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

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

2.10 CLAUSES INCORPORATED BY REFERENCE

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

SECTION M

Section M - Evaluation Factors for Award

1. General Information

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

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

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

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

Factor 1 – Technical Approach/Capability

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

Factor 2 – Management Approach

- Subfactor 2.A. Management Plan
- Subfactor 2.B. Schedule
- Subfactor 2.C. Small Business Utilization

Factor 3 –Relevant Experience

Factor 4 – Past Performance

Factor 5 – Evaluated Cost

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

Pursuant to FAR 15.306, exchanges of information with the Offeror after receipt of proposals may be conducted. The Government will assess the extent to which each Offeror complied with the instructions in the RFP. The Government will consider any failure to comply with the instructions set forth throughout this Solicitation to be indicative of the kind of behavior that it could expect during contract performance and a lack of capability to perform satisfactorily.

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

1.1 Factor 1 – Technical Approach/Capability

The Government will evaluate technical approach/capability as follows.

Subfactor 1.A. – Product Capability

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

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

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

Subfactor 1.B. – Implementation Approach

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

Subfactor 1.C. – Data Rights

The Government will evaluate the extent to which the rights offered by the Offeror allow unimpeded, cost-effective, installation, maintenance, production, operation and upgrade of the ETMDS system throughout its life cycle; and allow for the competitive procurement of future modernization efforts. The Government will evaluate the extent to which the Offeror proposes to provide to the Government the rights to which the Government is entitled in accordance with

DFARS 252.227-7013 and 252.227-7014, in all technical data, firmware, and software to be delivered under the contract, including engineering diagrams, analysis, reports, and designs. Accordingly, the Offeror will receive favorable consideration for proposing to provide GPR, or better, in technical data, firmware, and software to be delivered under this contract that might otherwise have been delivered with more restrictive rights in accordance with the DFARS data and software rights clauses of the Solicitation.

1.2 Factor 2 – Management Approach

Under this factor, the Government will evaluate:

Subfactor 2.A. – Management Plan

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

Subfactor 2.B. –Schedule

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

Subfactor 2.C. – Small Business Utilization

Small Business Subcontracting

The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan

Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

The Government will only evaluate the Small Business Participation Plan in terms of the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

Commitment to Small Businesses

The Government will evaluate the extent to which any work performed by a small business subcontractor(s) is meaningful to the overall success of the program and will broaden the subcontractor's technical capability. The Government also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

The Government will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For Small Business Offerors, the Government will evaluate this only if subcontracting opportunities exist.)

The Government will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, the Government will evaluate this only if subcontracting opportunities exist.)

Small Disadvantaged Business (SDB) Participation

The Government will evaluate the reasonableness of the proposed SDB participation along with supporting rationale against total contract value. Specific identification of SDB contractors and associated work will be evaluated for feasibility.

1.3 Factor 3 –Relevant Experience

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

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

1.4 Factor 4 – Past Performance

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

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

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

1.5 Factor 5 – Evaluated Cost

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

In evaluating offers, the Government will use the TEC. The TEC will be the sum of all CLINs, including any fee as applicable and excluding CLIN 0009 (Travel). For purposes of evaluating CLIN 0008, the Government will use one month of onsite technical support. Any TEC arrived at by the Government will also include any evaluation adjustment that may be made because of an Offeror's proposed software and technical data rights, as discussed in the paragraph to follow. That is, any offeror proposing the delivery of technical data and computer software with less than government purpose rights (GPR) will have a price evaluation factor added to its TEC as described below or the amount of any license rights option included in its proposal. In the event an Offeror proposes a license right option, the Government reserves the right to unilaterally add a line item for any such option proposed at the time of award.

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

Further, as part of the evaluated price the Government will consider the impact of restrictive technical and software license rights (according to the Government desires set forth in the Software and Technical Data Rights in Section L, Volume II, Section 1.3 Data Rights. It is assumed that any item of technical data (TD) that is delivered with less than GPR, or other sufficient commercial license, will increase the approximate cost of repairing and maintaining the system, item or component to which the TD pertains by

ten percent (10.0%) over the lifetime of any resultant system that incorporates ETMDS. It is further assumed that any item of computer software (CS) or computer software documentation (CSD) that is delivered with less than GPR or other sufficient license will increase the approximate cost of maintaining the relevant ETMDS CS by ten (10.0%) percent. Accordingly, the amount resulting from the ten (10.0%) percent increase will be included in the TEC for Offerors that include such restrictions. To the extent the Offeror has provided information to assist the Government in making an accurate estimate of such costs, the ten (10.0%) percent factor may be discounted.

2. CLAUSES INCORPORATED BY FULL TEXT

(End of Summary of Changes)