

NO RESPONSE FOR REASONS CHECKED

	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED

OTHER

WE DO		WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
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NAME AND ADDRESS OF FIRM (Include Zip Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM

AFFIX
STAMP
HERE

DOC/NOAA/NWS Acquisition Management Div.
 TO: OFA63
 1325 East West Hwy, Suite 15254
 Silver Spring, MD 20910

SOLICITATION NO. DG133W-04-RP-0055
 DATE AND LOCAL TIME Oct 13, 2004 1200

SOLICITATION/CONTRACT

BIDDER/OFFERER TO COMPLETE BLOCKS 11,13, 15, 21, 22, & 27

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

PAGE 1 OF

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2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER DG133W-04-RP-0055	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE Aug 16, 2004
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7. ISSUED BY DOC/NOAA/NWS Acquisition Management Div. OFA63 1325 East West Hwy, Suite 15254 Silver Spring, MD 20910	CODE AJF30012	8. THIS ACQUISITION IS: <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS (SB)	<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER
NO COLLECT CALLS		SIC 518210 SIZE STANDARD:	

9. (AGENCY USE) DELIVER OFFER TO:	DOC/NOAA/NWS Acquisition Management Div. OFA63 1325 East West Hwy, Suite 15254 Silver Spring, MD 20910
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10. ITEM TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES
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11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFERER INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	12. ADMINISTERED BY CODE
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13. CONTRACTOR OFFEROR CODE FACILITY CODE Phone No. DUNS No. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. PAYMENT WILL BE MADE BY CODE SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:
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15. PROMPT PAY DISCOUNT	16. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()
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17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA	24. TOTAL AWARD AMOUNT (FOR GOV'T. USE ONLY)
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25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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27. SIGNATURE OF OFFEROR/CONTRACTOR NAME AND TITLE OF SIGNER (TYPE OR PRINT)	28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) DATE SIGNED NAME OF CONTRACTING OFFICER
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B.1 CONTRACT TYPE

It is envisioned that the awarded contract will be an Indefinite Delivery/ Indefinite Quantity (IDIQ) contract under which fixed-priced task orders will be issued. Firm Fixed Price is preferred for the entire AWIPS contract, however the Government will consider a solution with cost-reimbursable components other than Operations & Maintenance.

B.2 ESTIMATED COST

The estimated dollar value of the contract over its entire term (5-year base plus five 1-year award terms) is \$330 Million. The estimated value of the base contract and the two options by fiscal year over the entire term is reflected in the chart below.

	FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15
Operations and Maintenance (Base)	\$19M	\$19.23M	\$19.46M	\$19.69M	\$19.93M	\$19.93M	\$20.17M	\$20.41M	\$20.66M	\$20.9M
Product Improvement (Option)	\$7M	\$7M	\$7M	\$7M	\$7M	\$7M	\$7M	\$7M	\$7M	\$7M
Software Maintenance and Support (Option)*	\$5.8M	\$5.8M	\$5.8M	\$5.8M	\$5.8M	\$5.8M	\$5.8M	\$5.8M	\$5.8M	\$5.8M

*70% of this amount may be available for consolidation of software maintenance activities under this contract. 30% is reserved for software development by Government laboratories.

B.3 RATES FOR FIRM FIXED PRICE EFFORT

The Contractor shall establish a total firm fixed price (FFP) for the fixed price portion of the Contract and for those Task Orders defined as FFP using established Government or commercial labor rates for the proposed labor categories. Specific firm fixed price requirements will be detailed in applicable Task Orders. The operations and maintenance work will be written on a firm- fixed price basis with the prices established at time of contract award. For work other than the operations and maintenance, Task Orders will be issued on preferably a FFP basis, but FFP is not mandated.

The Contractor shall provide the Government with an established Government rate and/or commercial price list schedule that clearly shows the qualifications, experience, and fully burdened rates for each of the labor categories the offeror intends to use on the contract resulting from this solicitation. The labor rates shall cover the contract base period.

B.4 MINIMUM & MAXIMUM CONTRACT AMOUNTS

During the period set forth in the Task Order clause (see Section G.6), the Government shall place orders totaling a minimum of \$13,300,000. The amount of all orders shall not exceed \$330,000,000. The Contractor shall not make expenditures or incur obligations in the performance of this Contract that exceed the ceiling price specified herein, except at the Contractor's own risk.

B.5 CONTRACT LINE ITEM NUMBERS (CLINs)

The Contractor will assign Contract Line Item Numbers (CLINs) for pricing the contract as follows:

The CLINs to be incorporated as Section B will be proposed by the offeror and reflect the implementation of the offeror's solution for achieving the NOAA/NWS and AWIPS missions.

YEAR

FIRM-FIXED PRICE

COST-REIMBURSEMENT

5-year Base Period

CLIN 0001 \$ _____

CLIN 0002 Cost _____
Fee _____
Total: TBN

Award Term 1 (1-year period of performance)

CLIN 1001 \$ _____
CLIN 1002 Cost _____
Fee _____
Total: TBN

Award Term 2 (1-year period of performance)

CLIN 2001 \$ _____
CLIN 2002 Cost _____
Fee _____
Total: TBN

Award Term 3 (1-year period of performance)

CLIN 3001 \$ _____
CLIN 3002 Cost _____
Fee _____
Total: TBN

Award Term 4 (1-year period of performance)

CLIN 4001 \$ _____
CLIN 4002 Cost _____
Fee _____
Total: TBN

Award Term 5 (1-year period of performance)

CLIN 5001 \$ _____
CLIN 5002 Cost _____
Fee _____
Total: TBN

(End of Section B)

This Statement of Objectives (SOO) includes related assumptions, constraints, and considerations. It is not the intent of the Government to provide detailed requirements or to describe how the work is to be accomplished. The Offeror will use this information to propose its innovative solution including a Statement of Work with performance measures, and positive/negative incentives to support NWS in accomplishing its organizational and project objectives. The result will be a negotiated, Performance-Based Contract. The Statement of Work of the successful offeror shall be incorporated into Section C of the contract. See Section J, Attachment J-1 for additional background.

C.1 OVERVIEW

The National Oceanic and Atmospheric Administration's (NOAA) National Weather Service (NWS) is conducting a competition to enter into a performance-based contract for the operations and maintenance (O&M) and optional product improvements of its Advanced Weather Interactive Processing System (AWIPS). This SOO identifies and relates the AWIPS program goals to NWS, NOAA, and Department of Commerce strategic goals.

It is well understood that meeting the requirements of a highly dynamic system represents an enormous task. A key underpinning of this effort is the understanding that contractor-provided IT and related services provide an important infrastructure for the AWIPS program business functions. In addition, the performance-based arrangement provides that the Contractor's payment and incentives are based on meeting service levels necessary to efficiently and economically support NWS in the execution of its responsibilities.

Rather than focus on simple operations and maintenance, NWS seeks a Contractor that will bring a mission focus that provides highly effective, secure and reliable computing and telecommunications resources. Further, the winning Contractor must also continuously identify methods for applying information technology to improve the NWS's mission performance and reduce program costs. NWS seeks a Contractor that brings the expertise to identify, implement, and manage the most effective and efficient application and use of information technology to meet its mission. NWS is anticipating a best-value procurement emphasizing a stable cost environment, with a potential term of 10 years.

C.2 AWIPS BACKGROUND AND CONCEPT

The AWIPS prime contract which defined the development, deployment, operation, and maintenance of the AWIPS system was awarded in 1992. Development of the initial software load capable of supporting operations and full deployment to 141 NWS offices was completed in June 1999. The baseline AWIPS system was commissioned in August 2000. The final Operations and Maintenance option of the current contract has been executed and will expire on

September 30, 2005. The AWIPS system currently consists of approximately 1900 high performance graphics workstations and servers in a high-availability configuration as well as a hybrid satellite/terrestrial communication network.

The mission of AWIPS is to provide an extensible architecture to allow for highly available data communications, processing, and meteorological and hydrologic display capabilities in an integrated environment that supports the operational missions of the NWS and NOAA. AWIPS program goals support NWS mission goals as well as NOAA and Department of Commerce strategic goals. The efficient and effective operation and continuous improvement of the AWIPS system are critical to meeting these goals.

In the current environment, AWIPS is an integrated system that collects observation, sensor, and model data input, processes this data into weather products, allows forecaster interaction in product creation, and disseminates these products to the public and specific stakeholders. AWIPS must maintain the highest level of availability, throughput and data quality in order to effectively complete its mission. The principal components of the current AWIPS are:

- NOAAPort – Point-to-multipoint satellite broadcast network that provides communications between the Network Control Facility (NCF) and all sites to distribute weather model, satellite imagery, and most other NWS observational, forecast and warning information. NOAAPort provides a critical data feed to other Government and private sector customers.
- Wide Area Network (WAN) – Terrestrial network designed to support distribution of point-to-point and multi-point-to-point data among all AWIPS sites. The data include products and messages generated by the local AWIPS office (such as zone and state forecast products) and observation and forecast data generated or received by the local AWIPS office from systems external to AWIPS like Automated Surface Observing System (ASOS), Weather Surveillance Radar-1988 Doppler (WSR-88D), and Upper Air Observation System data. The WAN provides an infrastructure for field sites to provide backup support for other sites if an operations failure occurs. AWIPS currently uses Government furnished terrestrial telecommunications services.
- Local Area Network (LAN) – Establishing local communications at NOAA and NWS sites, the LAN provides concurrent transmission of data at 10/100/1000 Mbps. The workstations, data servers and applications servers utilize a 100 Mbps environment. All other equipment (printer, communications processors, text displays, etc.) utilize 10 Mbps environment.
- Software – The AWIPS application software has over 4 Million source lines of code and uses the Linux operating system for processing weather and hydrologic products.
- NWS Hardware Maintenance – The migration to Linux and use of commodity hardware has enabled NWS to use the NOAA logistics

infrastructure.

AWIPS, as the cornerstone of a modernized NWS, must continue to evolve to accommodate new science and technology to meet the NWS, NOAA and DOC strategic goals. Improvements in the areas of hardware, communications, and software will be required to avoid system obsolescence. The attached diagram illustrates the components involved in AWIPS. The strategy of offerors should be designed to reduce maintenance costs, performance deficiencies and processing latency, while increasing system performance, functionality and improving forecasts and warning timeliness critical for meeting Government Performance Results Act (GPRA) performance measures.

The purpose of this acquisition is to obtain a contract to provide:

- A single point of responsibility for AWIPS operations and maintenance and optional product improvements
- A single point of responsibility for production, development and implementation of communications, hardware, and software improvements.

C.3 PARTNERING PHILOSOPHY

A major intent of this SOO is to create a “partnership” between NOAA/NWS and the Contractor. NOAA/NWS intends to structure the contract in a manner that ensures that the Contractor’s goals and objectives are in alignment with those of the agency. Superior performance on the Contractor’s part will directly and indirectly link to superior NOAA/NWS mission accomplishment through the economic and efficient use of information technology. The NOAA/NWS-Contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship. In addition to meeting program objectives, the Contractor is encouraged to:

- a) Consistently take steps to understand NOAA/NWS crucial business issues and opportunities.
- b) Share the risks and responsibilities of joint implementations and initiatives.
- c) Ensure its products and services deliver tangible and meaningful benefits to all AWIPS stakeholders.
- d) Work collaboratively with other Contractors, Government agencies, and business partners to ensure project success.
- e) Resolve the complexities and difficulties that are characteristic of implementing, integrating, maintaining, and securing mission-critical IT systems and solutions.
- f) Periodically measure and forecast capacity and systems growth in coordination with the NOAA/NWS capital planning requirements and constraints.

Under a performance-based contract structure, performance metrics and service level agreements will be used extensively to monitor the performance of this contract. NOAA/NWS and the Contractor will baseline and monitor progress using agreed-to performance metrics and service level agreements.

C.4 GOALS AND OBJECTIVES

Current AWIPS processing, communications and storage capacity is inadequate to support projected future system processing demands. Investments in modeling, satellite instruments, and radar improvements represent a commitment on behalf of NOAA to bring forecasters the data and information required to improve forecast accuracy and warning lead times.

In effect, the GPRA goals require that the NWS improve AWIPS system throughput, add new and improved science, and exploit more accurate and higher resolution data and weather forecast model information. The AWIPS system must be enhanced in order to support the achievement of the GPRA goals. The AWIPS system architecture should be consistent with NWS and NOAA architectures as well as extensible to other NOAA missions.

C.4.1 AWIPS Program Objectives

- a) Establish a partner-focused working relationship between NOAA's NWS and the Contractor.
- b) Receive under a performance-based arrangement, highly reliable and secure IT services and support that meets or exceeds customer requirements and expectations.
- c) Establish appropriate and effective monetary and non-monetary incentives to align the services delivered with NWS mission goals.
- d) Given the dynamics of the information technology and telecommunications market, establish a contract arrangement that easily accommodates change.
- e) Through the introduction of new technology, enhanced capabilities, and process improvements, optimize the AWIPS enterprise architecture to continuously improve and evolve AWIPS hardware, software, and communications in order that it may easily adapt to new technical requirements.
- f) Enhance, "productionize", and maintain AWIPS software to ensure the highest standards of AWIPS product operability, ease of use, management and control.
- g) Throughout the life of this contract, achieve improved performance, reliability, security, and reduced cost of the delivered service. NWS anticipates a potential cost reduction of as much as 30% in O&M costs through the restructuring of the AWIPS program for reinvestment in product improvements.

- h) Maintain the highest level of service consistent with cost effectiveness. Be able to provide a predictable cost profile throughout the life of the program.
- i) Develop a process that provides continuous identification, analysis, and implementation of cost savings measures. Develop a value engineering (continuous improvement and cost savings) process that provides integrated Contractor-Government management of the program.
- j) Meet program objectives while providing innovative and flexible management of program cost, schedule, performance, risks, contracts, and subcontracts. Establish a flexible, transparent, and responsive Performance-Based Management System (PBMS) that provides insightful, accurate and timely information and data on program status, earned value, and performance.
- k) Maintain a commitment to support current operations, and interoperability with other NWS systems, including, but not limited to, N-AWIPS, the Interactive Forecast Preparation System (IFPS) gridded forecasts, Advanced Hydrologic Prediction Services (AHPS), National Polar-orbiting Operational Environmental Satellite System (NPOESS), Next Generation Doppler Radar (NEXRAD), and Geostationary Operational Environmental Satellite (GOES-R). Maintain a commitment to the Department of Commerce' strategic goals, NOAA's GPRA goals and NWS's well-defined Science & Technology Infusion Plan by having plans in place in order to implement the infusion of science more rapidly as well as ensuring the capacity to support new science.
- l) Provide and maintain a system that supports NWS' compliance with Government standards and requirements (e.g., Clinger-Cohen, Section 508, etc.) as well as appropriate inventory, security, quality assurance, architecture standards, and reporting requirements.
- m) Provide appropriate data rights and use agreements, as well as enable a smooth transition to another provider, to ensure continuity of service in the unlikely event of contract termination, or upon contract re-competition.
- n) Effectively utilize subcontract and teaming arrangements under the Small Business Program, FAR Part 19.

C.4.2 DOC, NOAA, and NWS Strategic Goals and Objectives

The National Weather Service provides weather, water, and climate forecasts and warnings for the United States, its territories, adjacent waters, and ocean areas for the protection of life and property and the enhancement of the national economy. NWS has the responsibility to provide data and products that form a

national information database and infrastructure which can be used by other Government agencies, the private sector, the public, and the global community.

The successful offeror will not only exhibit the ability to meet or exceed the performance goals and objectives for the AWIPS program, but also design a solution that considers and supports the NWS higher level strategic goals and objectives for:

- **The Department of Commerce-** Strategic Goal 1 (Provide the information and the framework to enable the economy to operate efficiently and equitably) and Strategic Goal 3 (Observe and manage the Earth's environment to promote sustainable growth)
- **NOAA - Government Performance Results Act (GPRA)** (Advanced Short-Term Warnings and Forecasts) [Appendix A - *NOAA's Strategic Plan for FY 2003 - FY 2008 and Beyond*]
- **NOAA Mission Goals:** Mission Goal 2 (Understand climate variability and change to enhance society's ability to plan and respond), Mission Goal 3 (Serve society's needs for weather and water information) and Mission Goal 4 (Support the nation's commerce with information for safe, efficient, and environmentally sound transportation)

Note: May be expanded to include Goal 1(Protect, restore, and manage the use of coastal and ocean resources through ecosystem-based management), provided the proposed architecture is extensible to support this goal.

Please refer to the following website for more information on these goals and strategic objectives:

<http://www.spo.noaa.gov/index.htm>

C.5 CONSTRAINTS

NOAA and NWS acknowledge the following constraints:

- a) For the purposes of this acquisition, the offeror should assume that terrestrial WAN telecommunications will be provided by the Government.
- b) Regarding NWS hardware maintenance, for the purposes of this acquisition, the offeror should assume that if NWS labor will be used, the entire NOAA/NWS maintenance infrastructure must also be used.
- c) An appropriate AWIPS solution will be in accordance with the following, but not limited to, Government standards and requirements (See RFP Sections G, H, and I for additional requirements):

- Section 508 of the Rehabilitation Act

- see <http://www.section508.noaa.gov/>
- Government Paperwork Elimination Act
- The Clinger- Cohen Act
- NWS IT Architecture Plan
- Computer Security Act
- Government Information Security Reform Act
- ANSI/EIA Standard 748, Earned Value Management Systems

D.1 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid. Packing, marking and storage costs shall not be billed to the Government unless specifically authorized in a valid order.

D.2 PACKAGING

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.3 MARKING DELIVERABLES

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

- a. NAME OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR);
- b. CONTRACT NUMBER;
- c. TASK ORDER NUMBER;
- d. DESCRIPTION OF ITEMS CONTAINED THEREIN;

(End of Section D)

E.1 INSPECTION AND ACCEPTANCE

The COTR as the duly authorized representative of the Contracting Officer will perform inspection and acceptance of supplies and services to be provided under this contract.

E.2 FAR 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following Federal Acquisition Regulation (FAR) clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically on the internet at <http://www.ARNet.gov/far>.

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-02	INSPECTION OF SUPPLIES	AUG 1996
52.246-04	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-05	INSPECTION OF SERVICES - COST REIMBURSEMENT	APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984

E.3 PERFORMANCE MEASUREMENT

As a performance-based contract, the Contractor-identified performance measures and metric/service level agreements will form the basis of the inspection and acceptance Quality Assurance program.

Using the Contractor provided metrics, the Government and the Contractor will agree on a Quality Assurance framework, and methodology to establish initial performance levels and the ongoing performance level management and incentive program. The framework will continuously seek to refine, allocate and adjust service levels and incentives to reflect changes in priority and to ensure that, throughout the life of this contract, the program delivers improved performance and reduced cost.

At a minimum, the following paragraphs shall be applicable to the contract, unless otherwise specified by an individual Task Order. Also, additional inspection and acceptance requirements may be specified in each Task Order (TO).

E.4 CONTRACTOR RESPONSIBILITIES ASSOCIATED WITH INSPECTION, TESTING AND ACCEPTANCE OF CONTRACTOR PROVIDED PRODUCTS AND SERVICES

The Contractor is responsible for completion, verification, confirmation and communication to the Government of all inspections and tests results necessary to substantiate that the products and services furnished under the contract. Receipt is not complete and Government testing, inspection, and acceptance need not begin until after the Contractor has fulfilled the aforementioned responsibilities.

E.5 TESTING AND ACCEPTANCE CRITERIA

In accordance with the structure of this performance-based contract, the offeror will propose the exact performance standards, criteria and evaluation process to measure performance.

In addition, to be acceptable, software delivered to the Government will be ready for acceptance testing and, if applicable, production implementation in the AWIPS production environment. The Contractor shall perform unit, verification, and integration testing prior to delivery of production software to the Government. Documentation, test plans, and test data will accompany the delivery of software as required under each Task Order. The Contractor shall conform to the standards in place at the time of delivery. The software will include all features specified within a Task Order statement of work and performance of the software will be measured in accordance with the Quality Assurance Surveillance Plan (QASP).

E.6 PERFORMANCE AND INCENTIVES

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the performance standards, service level agreements, and terms and conditions of this contract, an issued Task Order, and with the Contractor Technical and Price Proposal, all amendments, and modifications.

E.7 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The negotiated Quality Assurance Surveillance Plan (QASP) will be used to establish and evaluate performance levels for the AWIPS Recompete program. The Contractor's performance measures are defined for the major elements of the technical solution, and include the process used to gather, evaluate, and report actual performance data. The QASP shall provide for growth and improvement of performance levels.

(End of Section E)

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This Contract incorporates the following clauses, by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically on the internet at <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.211-16	Variation in Quantity	APR 1984
52.242-15	Stop-Work Order - Alternate I	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-29	F.O.B Origin	JUN 1988
52.247-34	F.O.B. Destination	NOV 1991
52.247-62	Specific Quantities Unknown	APR 1984

F.2 PERIOD OF PERFORMANCE

- a. The period of performance of this contract is from contract award through five years (60 months). If an award term is exercised, the period of performance shall be extended through the end of that award term period.
- b. The award term periods that may be exercised are as follows:

Award Term Periods:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Award Term I	5 years from base contract award	end of year 6
Award Term II	6 years from base contract award	end of year 7
Award Term III	7 years from base contract award	end of year 8
Award Term IV	8 years from base contract award	end of year 9
Award Term V	9 years from base contract award	end of year 10

F.3 DELIVERY SCHEDULE

Deliveries shall be made as set forth in Section C

(End of Section F)

G.1 GENERAL

At a minimum, the following paragraphs shall be applicable to the contract, unless otherwise specified by an individual Task Order. Additional contract administration data may be specified in each Task Order.

G.2 CONTRACTING OFFICER

NOAA/OFA NWS Acquisition Management Division
Attn: Thomas D. Genovese, Jr., Contracting Officer
SSMC2, RM 15254
1325 East West Highway
Silver Spring, MD 20910-3283

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes to any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract. The said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.4 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to authorized representatives or Contracting Officer Technical Representative (COTR).

Use of electronic mail between the Government and Contractor is an acceptable means of communicating under this contract. Any direction/issues directed via electronic communication that will have any impact on management of this contract will be confirmed in writing.

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the basic contract and each TO. This includes visits to the place of performance, meetings and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COTR cannot authorize or order the cessation of contract work, nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. Should the Contractor desire a change (monetary or otherwise) to the TO, a written request to the CO must be submitted for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the

Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator/specialist immediately for resolution.

G.5 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

a. _____ is hereby designated as the Contracting Officer’s Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

Phone Number: _____

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all services delivered, deliverables and reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

G.6 TASK ORDERS

Services needed to meet contract requirements shall be provided under Task Orders during the life of the Contract.

A Task Proposal Request (TPR) will be used to specify work to be accomplished by the Contractor to satisfy a particular requirement. Each TPR will be developed and submitted to the Contracting Officer by the COTR. The Contracting Officer will review and approve the TPR and release it to the Contractor. The Contractor will develop a proposal in response to the TPR, which will be reviewed by the Contracting Officer and COTR. A Task Order may then be issued by the Contracting Officer.

The Contractor’s response to a TPR shall include:

- (1) A Technical Proposal specifying the Contractor’s approach to performing the work required within the time frame specified.
- (2) A Cost Proposal offering to perform the work and specifying the number of labor hours, by labor category, that the Contractor expects to use to complete the work.

All task deliverables shall be presented to the COTR in accordance with the approved plan for that task order. The Contractor shall provide professional, technical and office support staffing sufficient to assure the timely completion of all milestones and all other contractual responsibilities. The Government's rights to products, including memoranda, records, reports, computer programs and inventions, developed by the Contractor under the contract shall be governed by the appropriate provisions of Section I.

G.7 INVOICING INSTRUCTIONS

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the contract number, Task Order number, and applicable line item numbers. Invoices for cost type Task Orders also shall contain the following:

1. All direct labor charges substantiated by hours and dollars incurred by labor category. Straight-time and premium labor charges shall be substantiated separately.
2. All other direct costs (if any) substantiated at the same level as originally proposed.
3. All subcontract costs (if any) substantiated by cost category at the same level of detail as prime costs.
4. All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
5. All charges for Fixed Fee. Subject to the withholding provisions of the contract clause entitled, "Fixed Fee" incorporated in Section I of the contract, the fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost.
6. Cumulative value to date of all billings against the applicable Task Order.

Invoices for cost-type Task Orders shall be submitted no more than monthly. There shall be a lapse of no more than sixty (60) days between time of performance and submission of an invoice.

G.8 SUBMISSION OF INVOICES

a. The Contractor shall submit invoices in triplicate directly to the Contracting Officer with one additional copy submitted to the COTR. To constitute a proper invoice, the invoice must include, as a minimum, the following information and attached documentation:

- i. Name of business concern, invoice number and invoice date
- ii. Contract number
- iii. Description, price and quantity of goods and services actually delivered or rendered
- iv. Name (where practical), title, telephone number, and complete mailing address of responsible official to whom payment is to be sent
- v. Other substantiating documentation or information as required by the contract.

b. To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

- vi. Date(s) that property was delivered or services rendered
- vii. Serial Numbers of property delivered
- viii. Address where property was delivered or services were rendered
- ix. Credits (if applicable)

(End of Section G)

H.1 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

H.2 RESTRICTIONS AGAINST DISCLOSURE

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees that it will not disclose any information described in subsection (a) to any persons or individual unless prior written approval is

bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

H.8 DEDUCTIBLES

The following requirements also apply to this contract:

a. The Contractor is required to present evidence of the amount of any deductibles in its insurance coverage.

b. For any insurance required pursuant to 1352.228-70 Insurance Coverage, the Contractor's deductible is not allowable as a direct or indirect cost under this contract. The Government is not liable, and cannot be invoiced, for any losses up to the minimum amounts of coverage required in subsections (a) through (d) above. If the Contractor obtains an insurance policy with deductibles, the Contractor, and not the Government, is responsible for any deductible amount up to the minimum amounts of coverage stated.

c. If the Contractor fails to follow all procedures stated in this subsection and in FAR 52.228-7(g), any amounts above the amount of the obtained insurance coverage which are not covered by insurance will not be reimbursable under the contract.

H.9 DEDUCTIBLES

When the Government is injured, wholly or partially as a result of the Contractor's actions and such actions are covered by the insurance required by FAR52.228-07, Insurance- Liability to Third Persons, the Government is entitled to recover from the Contractor the full amount of any such injury attributable to the Contractor regardless of any deductible. The Contracting Officer may offset the amount of recovery against any payment due to the Contractor.

H.10 AUTHORIZATION OF GOVERNMENT PAID TRAVEL

Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States Travel may be necessary in order to accomplish certain task(s) contained in this Contract. Travel must be deemed necessary and authorized by the COTR in order to be paid for by the Government. Except for exceptional circumstances, travel will not be reimbursed at more than applicable rates cited in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered above.

automation equipment, telecommunications and furniture for Contractor personnel). All GFE is furnished "as is."

H.17 TOTAL SYSTEM RESPONSIBILITY

The AWIPS Contractor has total responsibility for the integration and operational support of major and minor AWIPS software releases throughout the life cycle of the contract. This includes the integration of certain Government-furnished software (GFS) with Contractor-developed and COTS software. This GFS will be considered suitable for intended use, unless the Contracting Officer is otherwise notified by the Contractor to the contrary (see FAR Clauses 52.245-2 and 52.245-5).

H.18 INTERRELATIONSHIPS OF CONTRACTORS

The Department of Commerce (DoC) and/or other Government agencies may have entered contractual agreements in order to provide information technology requirements separate from the work to be performed under this Contract. Further, DoC and/or other Government agencies may extend these existing agreements or enter into new agreements. The Contractor may be required to coordinate with other such Contractor(s) through the cognizant CO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided may, at the discretion of the DoC and/or other Government agencies, be provided to such other Contractor(s) for the purpose of such work.

H.19 NON-PERSONAL SERVICES

No personal services, as defined by subpart 37.104 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government agencies, Contractors in connection with this contract, the Contractor employee shall state that he/she have no authority to in any way change the contract. If any Contractor believes that a communication is a direction to change its contract, he or she should notify the appropriate

Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.20 CONTRACTOR CONDUCT

- a. Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- b. Conduct business not directly related to this contract on Government premises;
- c. Use computer systems and/or other Government facilities for company or personal business other than work related to AWIPS; or
- d. Recruit on Government premises or otherwise act to disrupt official Government business.

H.21 CONTRACTOR STAFF TRAINING

The Contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for performance of task orders. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense.

H.22 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to NOAA's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

(1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, *Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and

(3) The Computer Security Act of 1987 (P.L. 100-235)

(<http://www.epic.org/crypto/csa/csa.html>), including the following definition

of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

(1) The *DOC IT Security Program Policy and Minimum*

Implementation Standards, Section 3.3.1.4

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).

(2) The *DOC Security Manual, Chapter 18*

(<http://www.osec.doc.gov/osy/>).

(3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the Contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store NWS data, or to connect to NWS networks, must comply with the requirements contained in the *DOC Information Technology Management Handbook*

(<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter [insert agency or bureau specific guidance, if applicable].

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with an NWS/NOAA network or that NWS/NOAA data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or

used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
- (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ;
- and
- (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhwweb/itmhwweb1.html>).
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
- (e) [Insert agency or bureau specific guidance].

(2) Within 14 days after contract award, the Contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the Contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in *DOC IT Security Program Policy*, Sections 3.4 and 3.5 (<http://home.osec.doc.gov/DOC-ITSecurity-Program-Policy.htm>) may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.23 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS / SUBCONTRACTOR PERSONNEL FOR ACCESSING NWS/NOAA INFORMATION TECHNOLOGY SYSTEMS

(a) Contractor personnel requiring any access to systems operated by the Contractor for NWS/NOAA or interconnected to an NWS/NOAA network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. NOAA shall provide screening using standard personnel screening forms, which the Contractor shall submit to the NWS Contracting Officer's Technical Representative (COTR) based on the following guidance:

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, and agents.

H.25 COMPLIANCE WITH THE LAWS

The Contractor shall comply with all applicable laws and rules and regulations having the force of law, which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

H.26 INCORPORATION OF CLAUSES

Section I of the contract shall include any and all appropriate contract clauses as required by law and regulation and as is customary given the nature of the Contractor's solution.

H.27 AWARD TERM

The Contractor may earn up to five one-year award terms under this performance-based contract.

H. 28 NOTICE TO OFFERORS REGARDING CONTRACTOR SUPPORT

Offerors are advised that the Government has contracted for acquisition support services during the Acquisition Phase of the AWIPS recompetes. Proper non-disclosure statements have been provided by these contractors for this effort.

(End of Section H)

- applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes). (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause. (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal. (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data. (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal. (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution. (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause. (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may- (A) Determine the amounts due to the Contractor under the contract; and

- (B) Record this determination in a unilateral modification to the contract.
(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates- (1) Shall be the anticipated final rates; and (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid. (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known; (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years

of the type of subcontract to be used. (iii) Identification of the proposed subcontractor. (iv) The proposed subcontract price. (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions. (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract. (vii) A negotiation memorandum reflecting- (A) The principal elements of the subcontract price negotiations; (B) The most significant considerations controlling establishment of initial or revised prices; (C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price; (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated; (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered. (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination- (1) Of the acceptability of any subcontract terms or conditions; (2) Of the allowability of any cost under this contract; or (3) To relieve the Contractor of any responsibility for performing this contract. (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i). (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government. (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3. (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations

TBD

Alternate II (Aug 1998). As prescribed in 44.204(a)(2)(ii), substitute the following paragraph (f)(2) for paragraph (f)(2) of the basic clause:

Please answer the following questions. Please attach additional pages if necessary:

Item	Description	Yes/No	Quantity
1	Did your firm act as the prime Contractor for the effort?		
2	Was the referenced contract effort for IT Operations and Maintenance services valued at least \$19 Million per year?		
3	Have you ever received a cure notice, show cause notice, suspension of progress payments, etc, associated with this contract?		
	If yes, Please explain:		
4	If this is an award or incentive fee contract, list the fee percentages earned of the available fee pool that were received?		
5	Was the contract's scope comparable to AWIPS in terms of complexity of information provided ?		
6	What is the hours-per-day /days-per-week schedule of operational facility support provided? (e.g., 24/7 x 365).		
7	Was the contract comparable to AWIPS in terms of daily data throughput (est. 1 TB/day)? If so, what is the quantity?		
8	Is the system a scientific or engineering support system?		
9	How many source lines of code are maintained?		
10	Does this contract involve use of the C/C++ language?		
11	Does this contract involve use of Tcl/Tk language?		
12	Does this contract involve use of FORTRAN language?		
13	Does this contract involve use of Python language?		
14	Does this contract involve use of Perl language?		
15	Does this contract involve use of Java language?		
16	Does this contract involve use of Standard SQL language?		
17	What are the number of major systems (i.e., mainframes and major applications) requiring information exchange and interoperability with other systems (include systems under the contract and external to the contract):		
18	What is the number of locations linked to the telecommunications network (AWIPS locations number approximately 140 sites nationwide)?		
19	What are the protocols of the wide area networks installed, operated and maintained (e.g. x.25, Frame Relay, X.400, MPLS/VPN)		
20	Does the contract involve maintaining a Government mission critical system ?		
21	Does the contract involve high availability systems (e.g., 99.9-99.99% system uptimes averaged quarterly)?		

Item	Description	Yes/No	Quantity
22	Does the contract provide for Continuity of Operations (COOP) and/or Critical Infrastructure Protection (CIP), involving offsite back-up systems and data?		
23	Number of users receiving help desk support/coverage:		
24	Were there service level agreements/performance metrics for this contract? If so, did the metrics link to program goals/agency mission?		
25	Were the service level agreements/performance metrics meaningful? Did the measure of performance metrics meet or exceed your customer's expectations? Please explain.		
26	What is the average annual dollar amount of IT purchases (hardware and software) from suppliers and subcontractors during the term of the referenced contract?		
27	Percent of total contract allocated to and dollars spent with small business, disadvantaged, and women owned firms:		

YES _____ NO _____ YES _____ NO _____

Please explain.

15. Did the Contractor meet the Small Business Subcontracting Plan that was negotiated?

YES _____ NO _____

16. Were services performed within cost? If no, under what circumstances were there overruns?

YES _____ NO _____

If no, please explain:

17. Were the services performed within schedule? If no, what caused delays?

YES _____ NO _____

If no, please explain:

18. Was Earned Value Management reporting a requirement on this contract? If so, how useful were the Contractor's reports?

YES _____ NO _____

Usefulness Rating: Excellent Good Neutral Marginal Unsatisfactory

19. (a) Overall, describe the quality and timeliness of deliverables. (e.g., highly comprehensive and useful= excellent) (b) Were any of the deliverables re-worked? (c) If so, what were the circumstances leading to the need for re-work? (d) Did the re-work resolve the original issue(s)?

(a) Rating: Excellent Good Neutral Marginal Unsatisfactory

Please explain an unsatisfactory rating:

(b) YES _____ NO _____

(c) If yes, please explain:

(d) YES _____ NO _____

20. (a) Rate the Contractor’s approach to program management. (b) Can the relationship with the Contractor be described as collaborative? (c) If no, how would you describe the relationship?

(a) Rating: Excellent Good Neutral Marginal Unsatisfactory

Please explain an unsatisfactory rating:

(b) YES _____ NO _____

(c) If no, please describe:

21. (a) How effective was the Contractor in communicating problems, issues, successes, etc. (b) Were you satisfied with the level of communication between your organization and the Contractor? (c) If so, to what degree? (d) If not, what changes would you recommend?

(a) Rating: Excellent Good Neutral Marginal Unsatisfactory

Please explain an unsatisfactory rating:

(b) YES _____ NO _____

(c& d) Please explain:

22. Overall, are end users of the Contractor's products and/or services satisfied? Please rate to what degree.

YES _____ NO ____

Rating: Excellent Good Neutral Marginal Unsatisfactory

Please explain an unsatisfactory rating:

23. If given the opportunity, would you work with this Contractor on future projects? Please provide an explanation for why or why not.

YES _____ NO ____

Please explain:

HQ = Headquarters
RFC = River Forecast Center
WFO = Weather Forecast Office
NC = National Center
Trg Ctr = Training Center
NCF = Network Control Facility

* = These systems are not under Contract Hardware Maintenance

(End of Section J)

K.1 FAR 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses are incorporated into this contract by reference, with the same force and effect as if they were in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the URL <http://www.ARNet.gov/far>.

FEDERAL ACQUISITION REGULATION CLAUSES

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.203-11	Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	APR 1991
52.204-05	Women-Owned Business (Other Than Small Business)	MAY 1999
52.222-38	Compliance with Veteran's Employment Reporting Requirements	DEC 2001

K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for

determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

As prescribed in 4.905, insert the following provision:

Taxpayer Identification (Oct 1998)

(a) *Definitions.*

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

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

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

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

(d) *Taxpayer Identification Number (TIN).*

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a

trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- Offeror is an agency or instrumentality of a foreign Government;
- Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign Government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) *Common parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.4 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

As prescribed in 9.409(a), insert the following provision:

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of provision)

K.5 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, / _____ intends, / _____, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET NAME AND ADDRESS OF OWNER AND ADDRESS, CITY, STATE, COUNTY, OPERATOR OF THE PLANT OR ZIP CODE) FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(End of provision)

K.6 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

As prescribed in [19.307](#)(a)(1), insert the following provision:

Small Business Program Representations (May 2004)

(a)

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

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

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

(b) *Representations.*

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

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

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

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as

part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

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

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

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

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

(1) Means a small business concern—

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

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

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

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

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

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

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

“Women-owned small business concern,” means a small business concern --

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

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

(d) *Notice.*

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2004). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

K.7 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

As prescribed in 19.307(b), insert the following provision:

Please check each box that is applicable.

Small Disadvantaged Business Status (Oct 1999)

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

- Plan for Maintenance of legacy and future Contractor-Developed Software.
 - Plan to Provide and Manage Network Control Facility (NCF). The plan should include sufficient detail to describe how the offeror plans to manage the NCF on a 24/7/365 basis and address, at a minimum, the following: monitoring of central interfaces and telecommunication network; monitoring of all sites' AWIPS equipment; use of NCF diagnostic capabilities to analyze site and network problems; operation of the AWIPS network help desk; generating requested and periodic reports on network performance; support software and hardware upgrades and patch distribution; and support the current NCF centralized archive function.
- **Subfactor d: Software Integration and Test Solution.** Software solution plan should include how the Offeror intends to perform integration, test, and deployment of Government-developed software. The plan should include details on formal system test of the AWIPS software; configuration management of AWIPS software; and the distribution mechanism for major releases, maintenance releases and emergency releases.
 - **Subfactor e: Security Solution.** The Offeror should submit a plan that addresses security patch management of COTS and Open Source software such as for operating system and applications. The plan should also address how the offeror intends to perform required quarterly vulnerability scans.
 - **Subfactor f: Continuous Technology Refresh Option.** The Offeror should submit a plan for Continuous Technology Refresh (Hardware, Software, and Communications) to enable AWIPS to support evolution and scientific advances of weather, water, and climate services.
 - **Subfactor g: Software Maintenance and Support Option.** The Offeror should submit a plan that demonstrates how the AWIPS software baseline will be maintained including adaptive and corrective maintenance, and maintaining the software infrastructure.

Technical Reference Material. The Offeror may submit any technical reference materials supporting the Technical approach, in the form of any of the following: brochures, specification sheets, operation and maintenance (O&M) manuals, specific Internet web sites (identified to the page and paragraph level including electronic images of the specific pages and paragraphs referenced), and industry accepted test data.

Factor 2: Performance Measurement. Factor 2 includes two subfactors as described below:

all the narrative explanations used in deriving calculated costs. The narrative shall clearly state the methodologies, calculations, and assumptions used in developing each cost element. The Offeror shall provide all data required to make the assessments of realism, completeness, reasonableness, and risk. Offerors should also submit a plan to include their strategy for implementing cost control mechanisms and cost savings methodologies that satisfy objective (g) of the SOO in Section C.4.1.

The Offeror shall list all exceptions to the solicitation, including exceptions to the terms and conditions and to any requirement including pricing, and/or any proposed changes. At a minimum, responses shall indicate the specific RFP reference (e.g., section/paragraph number of the requirement to which the exception is taken) and the reasons for the exception. If there are no exceptions to the RFP, then the Offeror should state within their Price/Cost proposal that there are "none." As part of the explanation of the Price/Cost proposal, the Offeror is required to identify how the proposed positive/negative incentives in the QASP will be used, when and how they apply, and how much they can change quoted prices. This information may be used by the Government to make a best value determination

Factor 3: Price/Cost. Factor 3 includes five subfactors as described below:

- **Subfactor a: Price/Cost Realism.**
- **Subfactor b: Price/Cost Completeness.**
- **Subfactor c: Price/Cost Reasonableness.**
- **Subfactor d: Price/Cost Risk.**
- **Subfactor e: Cost Control Mechanisms and Cost Savings Methodology.**

Factor 4: Subcontracting/Socioeconomic Goals. Offerors shall submit a Subcontracting Plan that will describe how they plan to use subcontracting in order to enable the Department of Commerce to be successful in attaining its Subcontracting Goals.

Factor 5: Past Performance. The ratings for Phase 1, Factor 1 (Past Performance) will be carried over into Phase 2. However, Offerors will be afforded an opportunity to refresh their past performance data (Attachment J-2 and Attachment J-3) submissions for Government evaluation in Phase 2.

As in Phase 1, after update or completion of the Reference Data Sheet/Customer Satisfaction Evaluation form, all completed and/or updated sheets are to be sent

directly by the reference to awips.recompete@noaa.gov or by mail to the Contracting Officer at the following address:

NOAA/OFA NWS Acquisition Management Division
Attn: Thomas D. Genovese, Jr., Contracting Officer
Silver Spring Metro Center II
1325 East-West Highway, Room 15254
Silver Spring, MD 20910

L.10 FORMAL COMMUNICATION

Formal communications such as requests for clarification and/or information concerning this solicitation shall be submitted in writing no later than 12:00 p.m. EDT, September 17, 2004, to the attention of:

Thomas D. Genovese, Jr., Contracting Officer
NOAA/OFA NWS Acquisition Management Division
SSMC2, RM 15254
1325 East West Highway
Silver Spring, MD 20910-3283
e-mail: tom.genovese@noaa.gov

Only written requests submitted via e-mail to the above address will be answered.

OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT SHALL BE SUBMITTED ONLY TO THE OFFICE LISTED ABOVE.

L.11 OFFEROR DUE DILIGENCE

Those firms that are deemed viable or that choose to submit a proposal despite a non-viable advisory will participate in the Due Diligence process. During Due Diligence, Offeror's and their team members will be given the opportunity to conduct Due Diligence by meeting with NWS representatives. The Due Diligence process allows prospective Contractors to gain a better understanding of NWS's mission, objectives, and existing conditions.

A major objective of the Due Diligence process is to provide Offerors and their team members with the ability to ask questions they might not ask if the response would be posted and provided to their competition. Requests for clarification that result in general information necessary to submit proposals will be provided to all Offerors.

The Government will provide competing Offerors equal access to data and information at the NWS and other sites as may be appropriate. Offerors' questions and Government responses furnished during Due Diligence are unofficial.

The Government will meet separately with individual Offerors during Due Diligence sessions. The location of Due Diligence will be held at NWS Headquarters in Silver Spring, MD and the schedule is TBD.

No recording devices or cameras will be allowed during Due Diligence.

L.12 ORAL PRESENTATIONS

Each Offeror participating in Due Diligence and who submitted a Phase 2 Proposal will be required to give a two-hour oral presentation that will discuss their technical solution. Additional guidance will be given prior to the presentation date.

The Offeror shall provide twenty (20) paper copies of the oral presentation slides at the time of the oral presentation.

At the oral presentation, key personnel that will be assigned to the contract should be present. At a minimum, the Offeror's Program Manager should attend and participate in the presentation. Each presentation will be followed by a question and answer period to include discussion regarding the Offeror's Technical Proposal.

Information from this presentation may be used, included or referenced in the final evaluation of the Offeror's Technical Proposal.

Oral presentations will only be required of those offerors who participated in Due Diligence and submitted a Phase 2 proposal. The Contracting Officer will contact the offeror to schedule the date and time for oral presentations.

Oral Presentations will be conducted at the following location: [TBD]

Information from this presentation may be used, included or referenced in the final evaluation of the Offeror's Technical Proposal.

L.12.1 INSTRUCTIONS FOR ORAL PRESENTATIONS

Each Offeror participating in Due Diligence and who submitted a Phase 2 Proposal will be required to give a two-hour oral presentation that will discuss their technical solution. The Contracting Officer will contact the offeror to schedule the date and time for oral presentations if they are held.

Oral Presentations will be conducted at the following location: [TBD]

Once a presentation date and time is confirmed, no rescheduling of presentations will be entertained, unless determined necessary by the Government.

The Offeror, at least five days prior to its oral presentation, shall provide to the Contracting Officer a list of names, firms, and position titles of those persons participating in the presentation.

Upon completion of the oral presentation, the Government may request clarification of any points addressed in either the written technical proposal or during oral presentation which may require further elaboration. Any such interchange will not necessarily constitute discussion within the meaning of FAR 15.306(d).

L.13 PROPOSAL DUE DATE

The receipt of all proposal information is subject to FAR 52.215-1(c)(3)(i), late proposals and revisions. Phase 1 proposal materials as defined above are due on October 13, 2004, at 12:00 PM Noon, EDT; Phase 2 proposals are due on April 8, 2005, at 12:00 PM Noon, EDT at the office identified in L.10.

In assessing experience in cost savings, evaluators will determine the level of experience a respondent possesses with regard to cost savings measures and the probability or likelihood that these measures are repeatable, as demonstrated in the submitted cost savings examples. For Experience in Cost Savings, evaluators will assign ratings, as described below:

Effective: The respondent clearly demonstrates the methods used in achieving cost savings. All cost savings examples demonstrate a clear and similar pattern of the methods used in successfully achieving cost savings. This pattern signifies a high probability for achievement of repeatable cost savings measures.

Somewhat Effective: The respondent adequately demonstrates the methods used in achieving cost savings. Most of the cost savings examples demonstrate a weak, but similar pattern for achieving cost savings methods. This pattern signifies a medium probability for achievement of repeatable cost savings measures.

Ineffective: The respondent did not effectively demonstrate the methods used in achieving cost savings. The cost savings examples did not demonstrate an identifiable pattern for achieving cost savings. The absence of an identifiable cost savings methodology signifies a low probability for achievement of repeatable cost savings measures.

Factor 2: Conceptual/Technical Approach. The Conceptual/Technical Approach will be evaluated in the areas of Technical Approach, Resources, Partnering, and Transition Activities as described for each subfactor below:

- **Subfactor a: Technical Approach.**

Highly Feasible: A conceptual/technical approach is considered highly feasible if it conveys an exceptionally in-depth understanding of the AWIPS 24/7/365 Operations and Maintenance requirements. There is demonstrable evidence that the approach can be accomplished, it will fulfill the objectives of AWIPS, and will likely meet or exceed the goals of NWS while promoting continuous improvements and mitigating risks.

Feasible: A conceptual/technical approach is considered feasible if it conveys a basic understanding of the AWIPS 24/7/365 Operations and Maintenance requirements. There is some evidence that the approach can be accomplished, possibly fulfill the objectives of AWIPS, and may meet the goals of NWS while promoting continuous improvements and mitigating risks.

Not Feasible: A conceptual approach is considered not feasible if it indicates a lack of understanding of the basic AWIPS 24/7/365 Operations and Maintenance requirements and there is evidence that the approach would create unmitigated undue risk to the Government and/or presents an unsuitable approach to fulfilling the objectives of AWIPS and the goals of NWS.

- **Subfactor b: Resources.**

Highly Feasible: Resources are considered highly feasible if the respondent currently has the necessary resources to satisfy the AWIPS requirements.

Feasible: Resources are considered feasible if the respondent has some of the resources required and/or has demonstrated their capacity to obtain the resources necessary to satisfy the AWIPS requirements.

Not Feasible: Resources are not considered feasible if the respondent currently has few or no resources required and/or have not adequately demonstrated a capacity to obtain the resources necessary to satisfy the AWIPS requirements.

- **Subfactor c: Partnering.**

Highly Feasible: A partnering approach is considered highly feasible if the respondent demonstrates an approach that will fully align its goals and objectives with those of the AWIPS Program and the NWS.

Feasible: A partnering approach is considered feasible if the respondent demonstrates an approach that partially aligns its goals and objectives with those of the AWIPS Program and the NWS, but more effort is required to accomplish full alignment.

Not Feasible: A partnering approach is considered not feasible if the respondent demonstrates an approach that fails to align its goals and objectives with those of the AWIPS Program and the NWS.

Subfactor d: Transition Activities.

Highly Feasible: Transition Activities are considered highly feasible if the respondent demonstrates a comprehensive understanding of the need for a seamless transition to full network O&M responsibility. To be considered highly feasible, the

respondent must describe all key activities necessary to ensure a successful transition (personnel, training, etc).

Feasible: Transition Activities are considered feasible if the respondent demonstrates a general understanding of the need for a seamless transition to full network O&M responsibility. The respondent describes some of the key activities necessary to ensure a successful transition (personnel, training, etc)

Not Feasible: Transition Activities are not considered feasible if the respondent does not demonstrate a general understanding of the need for a seamless transition to full network O&M responsibility.

M.1.3 NOTIFICATIONS TO FIRMS

Upon approval by the Source Selection Official, the Contracting Officer will promptly advise each respondent of the evaluation results by letter whether or not they are considered to be a viable candidate.

Any firms not determined viable candidates will be provided with a general basis for that opinion. The advisement will state that the determination is made in the context of FAR 15.202. As stated in FAR 15.202, the notification will be advisory.

M.2 PHASE II (PROPOSALS AND ORAL PRESENTATIONS) EVALUATION FACTORS

Factor 1- Technical Solution

- Subfactor a: Management Solution
- Subfactor b: Transition Plan
- Subfactor c: Operations and Maintenance Solution
- Subfactor d: Software Integration & Test Solution
- Subfactor e: Security Solution
- Subfactor f: Continuous Technology Refresh Solution Option
- Subfactor g: Software Maintenance and Support Option

Factor 2- Performance Measurement

- Subfactor a: Quality Assurance and Surveillance Plan
- Subfactor b: Service Level Agreements (SLAs)

Factor 3- Price/Cost

- Subfactor a- Price/Cost Realism
- Subfactor b- Price/Cost Completeness
- Subfactor c- Price/Cost Reasonableness.
- Subfactor d- Price/Cost Risk.
- Subfactor e- Cost Control Mechanisms and Cost Savings Methodology

Factor 4- Socio-Economic/Subcontracting Goals
Factor 5- Past Performance Rating from Phase 1 Evaluations

M.2.1 ORDER OF IMPORTANCE

In Phase 2 of the solicitation, Factor 1 (Technical Solution) is more important than Factor 2 (Performance Measurements Factor). Factor 3 (Price/Cost) is less important than Factors 1 and 2, however, when Factors 1 and 2 are combined and approach being equal, price becomes significantly more important. Factor 4 (Socioeconomic/Subcontracting Goals) and Factor 5 (Past Performance) are of equal importance to each other and less important than all other factors. All subfactors are considered equal within a factor.

M.2.2 EVALUATION CRITERIA

Evaluation of the Phase 2 proposals will focus on the technical solution, performance measurements, price, and socioeconomic goals. To determine the Offeror who offers the best value to the Government, the evaluation will be conducted for Phase 2 as follows:

Factor 1: Technical Solution. Technical Solution will be evaluated in the areas of Management Solution, Transition Plan, Operations & Maintenance, Software Test & Integration Solution, Security, Continuous Technology Refresh Option, and Software Maintenance and Support Option.

- **Subfactor a: Management Solution.** The Government will consider the following items in evaluating Offerors' proposed management solutions:
 - **Program Management Plan.** The evaluation teams will assess the plan by determining how comprehensive the strategies are with regard to program execution, integration, and organizational policies, tools and techniques. The plan must demonstrate their approach to satisfying the requirement for each current business activity.
 - **Resource Management Plan.** The evaluation team will determine whether the plan includes a description of proposed personnel, staff acquisition and scheduling, and retention policies. The plan should demonstrate that the proposed key personnel responsibilities, facilities and , percentage of time each is committed to the project align with the proposed technical solution.
 - **Work Breakdown Structure.** The evaluation team will determine if the WBS covers all tasks including operational activities, maintenance activities, and transition activities.

- **Risk Management Plan.** The evaluation team will determine if all anticipated risks and problems have been addressed and a reasonable risk mitigation strategy is included.
 - **Approach to Earned Value Management.** The evaluation team will assess the method or system of Earned Value Management tracking to ensure that sufficient monitoring and comparing of actual performance to planned results can be achieved.
- **Subfactor b: Transition Plan.** Offerors will be evaluated on how well the technical solution addresses its ability to provide services to assist the NWS in making transitions from existing processes to new processes.
 - **Subfactor c: Operations and Maintenance Solution.** Offerors will be evaluated on the ability to provide a maintenance support to ensure system availability requirements are met including the procedures for obtaining remedial maintenance.
 - **Subfactor d: Software Integration & Test Solution.** Offerors will be evaluated on their plan for software integration, test, and deployment of Government-developed software and how well the plan enables the NWS to meet mission goals identified in the SOO.
 - **Subfactor e: Security Solution.** Offerors will be evaluated on their ability to address security patch management of COTS and Open Source software such as for operating system and applications.
 - **Subfactor f: Continuous Technology Refresh Option.** Offerors will be evaluated on their ability to address Continuous Technology Refresh (Hardware, Software, and Communications) that will enable AWIPS to support evolution and scientific advances of weather, water, and climate services.
 - **Subfactor g: Software Maintenance and Support Option.** Offerors will be evaluated on their ability to demonstrate how the AWIPS software baseline will be maintained including adaptive and corrective maintenance, and how the software infrastructure will be maintained.

Factor 2: Performance Measurement. Performance Measurement will be evaluated in the areas of Quality Assurance and Surveillance Plan and Service Level Agreements.

- **Subfactor a: Quality Assurance and Surveillance Plan.** The Government will consider the following items in evaluating the Offeror's proposed Quality Assurance Surveillance Plan (QASP):

- Overall Approach. The adequacy, relevance, and reasonableness of the approach, procedures, documentation, and methods for tracking the proposed objectives, including communicating with the Government, handling corrective actions, and implementing improvements.
- Performance Standard. The completeness, clarity and relevancy of the proposed performance standards for meeting program objectives.
- Acceptable Quality Levels (AQLs).
- Positive/Negative Incentives. The adequacy, reasonableness and appropriateness of the proposed incentive and disincentive metrics, granularity, scoring range, and weighting factors for each performance requirement as it relates to the accomplishing the project's objectives.
- **Subfactor b: Service Level Agreements.** The Government will assess the level of commitment the SLAs exhibit and that the proposed SLAs are consistent with cost effectiveness.

Factor 3: Price/Cost.

- **Subfactor a: Price/Cost Realism.** The Government will review and evaluate the skill mix, specific hours, and material kinds and quantity for each identified CLIN/SubCLIN in the Contractor's proposed price/cost proposal. The intent of the evaluation is to determine whether the proposed price and CLINs/elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the approach described in the Contractor's technical proposal.
- **Subfactor b: Price/Cost Completeness.** The Government will assess the responsiveness of the Offeror in providing prices for all elements of their solution.
- **Subfactor c: Price/Cost Reasonableness.** The Government will compare the Offeror's prices to published market prices; any independent Government cost estimate(s); prices for similar items obtained through market research; and other contract prices, for like items, in like quantities, under like terms and conditions.
- **Subfactor d: Price/Cost Risk.** The Government will evaluate the risk associated with pricing schemes.
- **Subfactor e: Cost Control Mechanisms and Cost Savings Methodology.** The Government will evaluate whether the Offeror has successfully demonstrated cost control mechanisms and cost savings

methodology that will enable NWS to achieve their cost savings objective, as stated in objective (g) of the SOO.

Factor 4: Subcontracting/Socioeconomic Goals. Offerors' Small Business Participation Proposal will be evaluated using the following criteria:

1. The extent that the plan meets the requirements specified in the FAR.
2. The extent of participation of small, small disadvantaged businesses in terms of the value of the total acquisition.
3. The complexity and variety of the work small firms are to perform and the extent to which, such firms are specifically identified in the proposal.
4. Past performance in subcontracting with small business.
5. The extent to which an Offeror identifies, commits to the use of, and demonstrates success of DoC's Procurement Preference Program Goals to include the following:
 - Small Business – 44%
 - Small Disabled Business – 16%
 - Women-Owned Small Business – 8%
 - Veteran -Owned Small Business– 3%.
 - HUBZone Small Business – 3%
 - Service -Disabled Veteran-Owned Small Business – 3%

Note – Small Businesses will receive the maximum rating for this evaluation factor.

Factor 5: Past Performance. This factor is comprised of the rating from Phase 1, Factor 1 (Past Performance). If refreshed past performance data is submitted, evaluation of the data will be in accordance with the Evaluation Criteria in Section M.1.2: Evaluation Criteria and Ratings.