

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

103

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

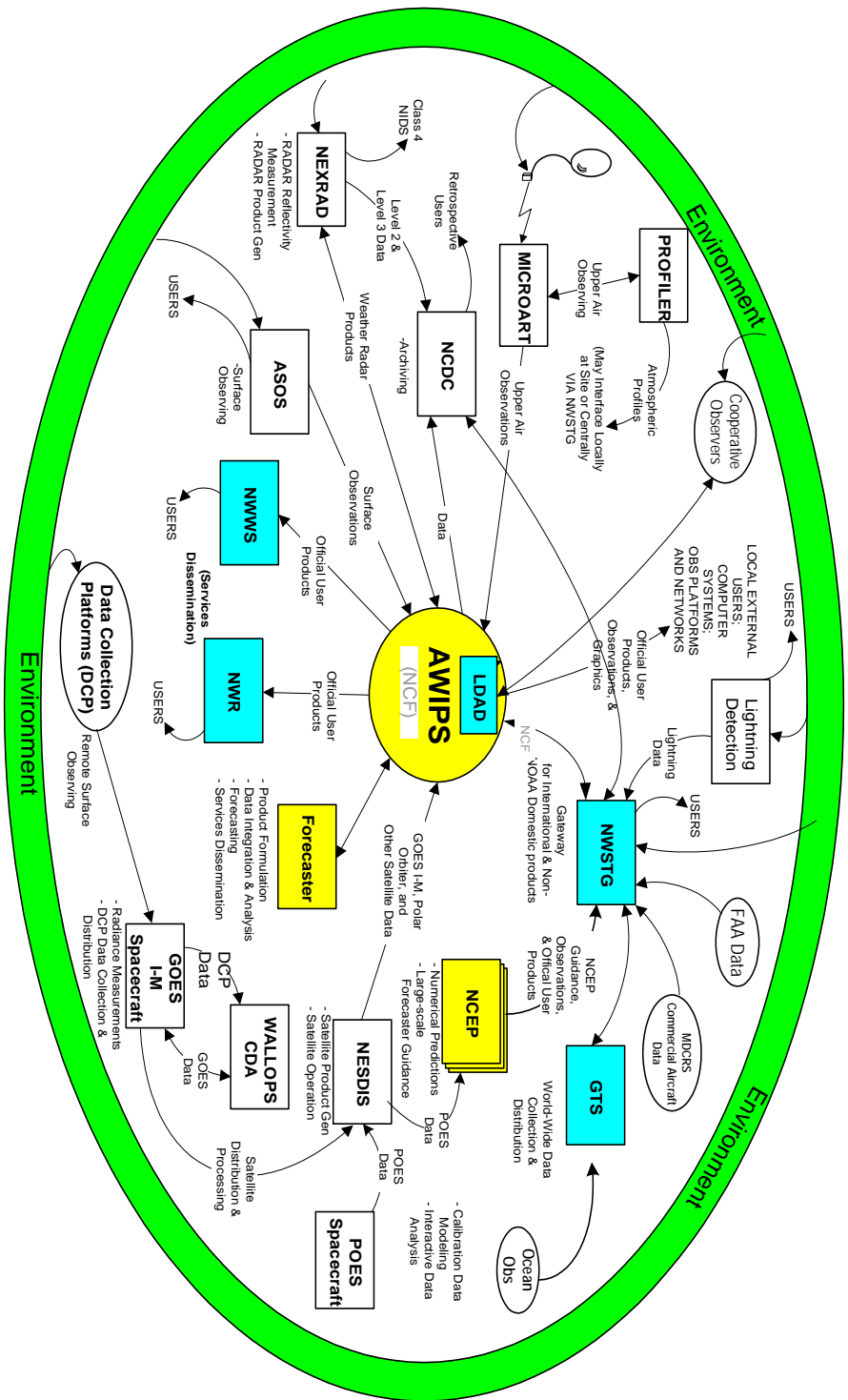
NOAA and NWS acknowledge the following constraints:

- 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

AWIPS Drives the NWS



Legend

- Dissemination Systems
- Modeling & Product Generation Systems
- Observing

* Note some systems perform multiple functions, e.g. LDAD disseminates information and receives observations

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

obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.3 KEY PERSONNEL

(a) The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced.

(b) Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.4 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.5 PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

H.6 INSURANCE NOTIFICATION

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the

coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

H.7 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

2. Property Damage Liability Insurance shall be required in the amount of \$20,000.00 per occurrence.

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability

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.

H.11 HOLIDAYS AND ADMINISTRATIVE LEAVE

The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

New Year's Day
Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by a President's Proclamation

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation except as set forth within the contract. If a Contractor believes that an unplanned absence has an impact on the price or period of performance, it should notify the contracting officer of the changed condition and submit a claim for equitable adjustment (see FAR 52.233-1).

Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

H.12 SECTION 508 ACCESSIBILITY

All electronic and information technology (EIT) procured through the basic contract or issued Task Orders must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable - PART 1194) at:

URL - <http://www.access-board.gov/sec508/508standards.htm>

The following standards have been determined to be applicable :

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 1194.21 Software Applications and operating system |
| <input type="checkbox"/> | 1194.22 Web-based Intranet and Internet information and applications |
| <input checked="" type="checkbox"/> | 1194.23 Telecommunications products |
| <input type="checkbox"/> | 1194.24 Video and multimedia products |

- 1194.25 Self contained, closed products
- 1194.26 Desktop and portable computers

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The Contractor shall indicate, for each line item in the schedule, whether each product or service is compliant or non-compliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g. vendor's website or other exact location).

H.13 PROCUREMENT INTEGRITY

All Contractor personnel, and subcontractors who will be personally and substantially involved in the performance under this Contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an "Employee/Contractor Non-Disclosure Agreement."

H.14 IDENTIFICATION OF CONTRACTOR EMPLOYEES

FAR provision 52.237-1 Site Visit (APR 1984) applies to each and every task order issued. During the period of this contract, the rights of ingress and egress to and from any office for Contractor representatives shall be made available as required. All Contractor employees whose duties under this contract require their presence at any Governmental facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the appropriate personnel or directed by the COTR for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

H.15 PUBLICITY/ADVERTISING OF CONTRACT AWARD

The Contractor agrees not to refer to this award in commercial advertising in such a manner as to state or imply that the items or services provided are endorsed or preferred by the Federal Government or is considered by the Government to be superior to other items or services. The Contractor agrees that press releases, information to the public and other communications shall not be made without the prior approval of the Contracting Officer.

H.16 GOVERNMENT FURNISHED ITEMS

For work to be performed on the Government's site, the Government will provide the Government Furnished Equipment or service (i.e., office work space, office 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

The contractor shall not:

- 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/itmhweb/itmhweb1.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.

5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from the cognizant NWS/NOAA security office servicing your bureau, operating unit, or Departmental office. At the option of the Government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 30 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in NOAA IT Security policies, procedures, computer ethics, and best practices, in accordance with *DOC IT Security Program Policy*, (<http://home.osec.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209- 72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford NOAA/NWS, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

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

H.24 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence,

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)

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CITATION	DATE	TITLE
52.202-01	JUL 2004	DEFINITIONS
52.203-03	APR 1984	GRATUITIES
52.203-05	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-06	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-07	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-08	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52-204-02	AUG 1996	SECURITY REQUIREMENTS
52.204-04	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-07	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.215-02	JUN 1999	AUDIT AND RECORDS—NEGOTIATION
52.215-08	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-09	OCT 1997	CHANGES OR ADDITIONS TO MAKE OR BUY PROGRAM
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COSTS OR PRICING DATA – MODIFICATIONS
52.216-08	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.217-02	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
52.219-04	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-08	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-09	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN
	OCT 2001	ALTERNATE II
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN

52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING
52.222-03	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION ON SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, as AMENDED
52.222-42	MAY 1989	STATEMENT OF EQUIVALENT RATES FOR FEDERLA HIRES
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICES CONTRACT ACT – PRICE ADJUSTMENT [MULTIPLE YEAR AND OPTION CONTRACTS]
52.223-05	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-06	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-01	APR 1984	PRIVACY ACT NOTIFICATION
52.224-02	APRIL 1984	PRIVACY ACT
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-01	JUL 1995	AUTHORIZATION AND CONSENT
52.227-02	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-03	APR 1984	PATENT INDEMNITY
52.227-09	APR 1984	REFUND OF ROYALTIES
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS
52.228-05	JAN 1997	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.228-07	MAR 1996	INSURANCE – LIABILITY TO THIRD PERSONS
52.229-03	APR 2003	FEDERAL STATE AND LOCAL TAXES
52.230-02	APR 1998	COST ACCOUNTING STANDARDS
52.232-01	APR 1984	PAYMENTS
52.232-08	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION FOR FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
	FEB 2002	ALTERNATE I
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.233-01	JUL 2002	DISPUTES
	DEC 1991	ALTERNATE I
52.233-03	AUG 1996	PROTEST AFTER AWARD
	JUN 1985	Alternate I
52.237-02	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION

52.237-03	JAN 1991	CONTINUITY OF SERVICES
52.239-01	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-01	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-03	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-01	AUG 1987	CHANGES - FIXED PRICE
	APR 1984	ALTERNATE I
52.243-02	AUG 1987	CHANGES - COST REIMBURSEMENT
	APR 1984	ALTERNATE I
52.244-05	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-06	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-01	APR 1984	PROPERTY RECORDS
52.245-02	MAY 2004	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
52.245-05	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.248-01	FEB 2000	VALUE ENGINEERING
52.249-02	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-06	MAY2004	TERMINATION COST-REIMBURSEMENT
52.249-08	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-01	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-01	JAN 1991	COMPUTER GENERATED FORMS

I.2 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)

Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4. FAR 52.216-7 Allowable Cost and Payment (DEC 2002)

- (a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract. (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25. (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract; (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made- (1) In accordance with the terms and conditions of a subcontract or invoice; and (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government; (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract; (C) Direct labor; (D) Direct travel; (E) Other direct in-house costs; and (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors. (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and (ii) The contribution does not remain unpaid 30 days after the end of the

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

following the release date or notice of final payment date, whichever is earlier; and (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries or provide any services under this contract sixty (60) days after expiration of contract.

(End of clause)

I.6 FAR 52.217-08 OPTIONS TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days prior to contract expiration.

(End of clause)

I.7 FAR 52-222-02 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed *TBD or the overtime premium is paid for work- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature; (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting; (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or (4) That will result in lower overall costs to the Government. (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime; (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule; (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

I.8 FAR 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JUN 1997)

(a) The Contractor shall- (1) Certify any proposal to establish or modify final indirect cost rates; (2) Use the format in paragraph (c) of this clause to certify; and (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal. (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer. (c) The certificate of final indirect costs shall read as follows: Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and 2. This proposal does not include any costs which are

expressly unallowable under applicable cost principles of the FAR or its supplements. Firm:

TBD _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(End of clause)

I.9 FAR 52.244-02 SUBCONTRACTS (Aug 1998), ALTERNATE II (AUG 1998)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment. (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause. (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or (2) Is fixed-price and exceeds- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract. (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD _____

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information: (i) A description of the supplies or services to be subcontracted. (ii) Identification

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:

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(End of clause)

(End of Section I)

- J-1 AWIPS ONLINE LIBRARY ACCESS REQUEST FORM**
- J-2 RELEVANT EXPERIENCE QUESTIONNAIRE**
- J-3 REFERENCE DATA SHEET/CUSTOMER SATISFACTION EVALUATION**
- J-4 LIST OF AWIPS SITES**

ATTACHMENT J-1
AWIPS Online Library Access Request Form
Library URL is <https://awipscontract.noaa3.awips.noaa.gov/>

Email to: AWIPS.recompete@noaa.gov

Company:

Access Coordinator:

E-mail address:

Phone:

Information required for each user (up to 5 users per company):

User 1. Name:
 Title:
 Phone:
 E-mail Address:
 IP Address:

For Internal User Only	User 1	Username:	Password:
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User 2. Name:
 Title:
 Phone:
 E-mail Address:
 IP Address:

For Internal User Only	User 2	Username:	Password:
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User 3. Name:
 Title:
 Phone:
 E-mail Address:
 IP Address:

For Internal User Only	User 3	Username:	Password:
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User 4. Name:
 Title:
 Phone:
 E-mail Address:
 IP Address:

For Internal User Only	User 4	Username:	Password:
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User 5. Name:
 Title:
 Phone:
 E-mail Address:
 IP Address:

For Internal User Only	User 5	Username:	Password:
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Instructions: For each contract provided, respondents will complete the following worksheet.

Company Name: _____

Agency/Customer Name: _____

Point of Contact (CO/PM/COTR): _____

Referenced Contract/Project Name: _____

Reference Contract/Project No.: _____

Contract Type:			
Contract Start Date:			
Original Completion Date:			
Estimated/Actual Completion Date:			
Explanation of Delay, if applicable:			
Brief Contract Description (size and scope):			
Complexity Level:	Difficult	Moderate	Routine
Contract Ceiling Value:	Award Value:		
	Current Value:		
	Explanation of Difference in Award Value and Current Value, if applicable :		

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:		

Instructions to Respondent's: Please provide at least two references for each project identified for subfactor a. Please forward this form to the persons you select to provide references.

Instructions to References: Upon completion of this form, please send directly to the NWS Contracting Officer to awips.recompete@noaa.gov or by mail to the following address:

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

Please submit by no later than October 13, 2004.

Evaluator's Name: _____

Evaluator's Title: _____

Address: _____

Telephone Number: _____

E-mail address: _____

Date Completed: _____

Name of Company Requesting Reference: _____

Program or Task Order Title/ Contract No.:				
Agency/Customer Name:				
Agency/Customer Address:	Street			
	City/State/Zip			
Points of Contact	Tel.		Fax	
	Contract Manager		Program Manager	
	Name		Name	
	Title		Title	
	Organization		Organization	
	Address		Address	
	Tel.		Tel.	
	Fax		Fax	
	Email		Email	

Instructions: Rate the Contractor based on the level of success the Contractor achieved in meeting your agency's underlying business objectives and achieving customer satisfaction. Please answer the following questions:

1. Please provide the contract type. _____

2. Please provide the total value of the referenced contract. _____

3. Did the firm act as the prime Contractor for the effort?
 YES _____ NO _____

4. Did you ever issue a cure notice, show cause notice, suspension of progress payments, etc, associated with this contract?
 YES _____ NO _____

 If yes, please explain:

5. If this is an award or incentive fee contract, list the fee percentages earned of the available fee pool that were received?

6. Did the Contractor provide help desk support? If so, was it staffed 24/7 x 365?
 YES _____ NO _____ YES _____ NO _____

7. Is the system a scientific or engineering support system?
 YES _____ NO _____

8. What is the number of locations (nodes) linked to the telecommunications network?
 QUANTITY: _____

9. Does the contract involve maintaining a Government mission critical system?
 YES _____ NO _____

10. Does the contract involve high availability systems (e.g., 99.9% - 99.99% system uptimes averaged quarterly)?
 YES _____ NO _____

11. Does the contract provide for Continuity of Operations (COOP) and/or Critical Infrastructure Protection (CIP), involving offsite back-up systems and data?
 YES _____ NO _____

12. What is the estimated number of users receiving help desk support/coverage?
 QUANTITY: _____

13. Were there service level agreements/performance metrics for this contract? If so, did the metrics link to your program goals/agency mission? (If no, move to question #15)
 YES _____ NO _____ YES _____ NO _____

14. Were the service level agreements/performance metrics meaningful? Did the measure of performance metrics meet or exceed your expectations?

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:

	Site ID	Type	Region	City	State	Address	Zip	# of Workstations
1	ABQ	WFO	SR	Albuquerque	NM	2341 Clark Carr Loop, SE	87106	5
2	ABR	WFO	CR	Aberdeen	SD	824 Brown County 14 South	57401-9311	4
3	ACR	RFC	AR	Anchorage	AK	6930 Sand Lake Road	99502-1845	7
4	AFC	WFO	AR	Anchorage	AK	6930 Sand Lake Road	99502-1845	10
5	AFG	WFO	AR	Fairbanks	AK	IARC Bldg., Room 355 930 North Koyukuk Drive	99775-7345	6
6	AJK	WFO	AR	Juneau	AK	8500 Mendenhall Loop Road	99801	4
7	AKQ	WFO	ER	Wakefield	VA	10009 General Mahone Highway	23888	5
8	ALR	RFC	SR	Peachtree City	GA	4 Falcon Drive	30269	7
9	ALY	WFO	ER	Albany	NY	251 Fuller Road Suite B-300	12203-3640	5
10	AMA	WFO	SR	Amarillo	TX	1900 English Road	79107	4
11	APX	WFO	CR	Gaylord	MI	8800 Passenheim Hill Road	49735-9454	4
12	ARX	WFO	CR	La Crosse	WI	N. 2788 County Road FA	54601-3029	4
13	BCQ	WFO	CRHQ	Kansas City	MO	NWS Central Region Hdqtrs 7220 NW 101st Terrace	64153	3
14	BGM	WFO	ER	Johnson City	NY	32 Dawes Drive	13790	5
15	BIS	WFO	CR	Bismarck	ND	2301 University Dr. Bldg. 27	58504	5
16	BMX	WFO	SR	Alabaster	AL	465 Weathervane Road	35007-5079	5
17	BOI	WFO	WR	Boise	ID	3833 South Development Avenue Bldg. 3807	83705-5354	6
18	BOU	WFO	CR	Boulder	CO	Ground Station Antenna Site 325 Broadway	80303-3328	6
19	BOX	WFO	ER	Taunton	MA	445 Miles Standish Road	02780-1081	5
20	BRO	WFO	SR	Brownsville	TX	20 South Vermillion Road	78521-5798	5
21	BTV	WFO	ER	Burlington	VT	Burlington International Airport 1200 Airport Drive	05403	5
22	BUF	WFO	ER	Cheektowaga	NY	587 Aero Drive	14225-1997	5
23	BYZ	WFO	WR	Billings	MT	2170 Overland Avenue	59102-6455	5
24	CAE	WFO	ER	Columbia	SC	2909 Aviation Way	29170-2102	5
25	CAR	WFO	ER	Caribou	ME	810 Main Street	04736	5
26	CHS	WFO	ER	Charleston	SC	5777 South Aviation Avenue	29406	5
27	CLE	WFO	ER	Cleveland	OH	NOAA-Weather Forecast Office Fed. Facilities Bldg., 5301 West Hangar Rd.	44135	5
28	COMT	WFO	Test Bed	Boulder	CO	3450 Mitchell Lane	80301	3
29	CRP	WFO	SR	Corpus Christi	TX	International Airport 300 John Pinson Drive	78406	5
30	CTP	WFO	ER	State College	PA	227 West Beaver Avenue Suite 402	16801-4821	8
31	CYS	WFO	CR	Cheyenne	WY	1301 Airport Parkway	82001-1549	5
32	DDC	WFO	CR	Dodge City	KS	104 Airport Road	67801-9351	4
33	DLH	WFO	CR	Duluth	MN	5027 Miller Trunk Hwy, Rm 115	55811-1442	4
34	DMX	WFO	CR	Johnston	IA	9607 NW Beaver Drive	50131-1908	5
35	DTX	WFO	CR	White Lake	MI	9200 White Lake Road	48386-1126	5
36	DVN	WFO	CR	Davenport	IA	9050 Harrison Street	52806-7326	5
37	EAX	WFO	CR	Pleasant Hill	MO	1803 North 7 Highway	64080	5
38	EHU	WFO	SRHQ	Fort Worth	TX	819 Taylor Street, Room 10A46	76102-6171	3
39	EKA	WFO	WR	Eureka	CA	Woodley Island 300 Startare Drive	95501-6000	5
40	EPZ	WFO	SR	Santa Teresa	NM	7950 Airport Road	88008	4
41	EWX	WFO	SR	New Braunfels	TX	2090 Airport Road	78130	5
42	EYW	WFO	SR	Key West	FL	Key West Intl Airport 3535 South Roosevelt Blvd. Suite 105	33040-5234	4
43	FFC	WFO	SR	Peachtree City	GA	4 Falcon Drive	30269	6

	Site ID	Type	Region	City	State	Address	Zip	# of Workstations
44	FGF	WFO	CR	Grand Forks	ND	4797 Technology Circle	58203-0600	4
45	FGZ	WFO	WR	Bellemont	AZ	Camp Navajo, Bldg 49	86015-6057	5
46	FSD	WFO	CR	Sioux Falls	SD	26 Weather Lane	57104-0198	5
47	FSLC *	WFO	Test Bed	Boulder	CO		80301	2
48	FWD	WFO	SR	Ft. Worth	TX	3401 Northern Cross Blvd	76137-3610	6
49	FWR	RFC	SR	Fort Worth	TX	3401 Northern Cross Blvd	76137-3610	7
50	GGW	WFO	WR	Glasgow	MT	Vally County Intl Airport 101 Airport Road	59230-0991	5
51	GID	WFO	CR	Hastings	NE	6365 North Osbourne Dr. West	68901-9120	4
52	GJT	WFO	CR	Grand Junction	CO	792 Eagle Drive	81506-8646	5
53	GLD	WFO	CR	Goodland	KS	920 Armory Road	67735-9273	4
54	GRB	WFO	CR	Green Bay	WI	2485 South Point Road	54313-5522	4
55	GRR	WFO	CR	Grand Rapids	MI	4899 South Complex Dr. SE	49512-4034	5
56	GSP	WFO	ER	Greer	SC	1549 GSP Drive	29651-9202	5
57	GUM	WFO	PR	Barrigada	GU	Hueneme Road, Bldg 3232	96913	5
58	GYX	WFO	ER	Gray	ME	1 Weather Lane	04039-1208	5
59	HFO	WFO	PR	Honolulu	HI	2525 Correa Road, Suite 250	96822-2219	9
60	HGX	WFO	SR	Dickinson	TX	1620 Gill Road	77539	5
61	HNX	WFO	WR	Hanford	CA	900 Foggy Bottom Road	93230-5236	5
62	HUN	WFO	SR	Huntsville	AL	320 Sparkman Drive	35805	5
63	ICT	WFO	CR	Wichita	KS	2142 South Tyler Road	67209-3016	5
64	ILM	WFO	ER	Wilmington	NC	2015 Gardner Drive	28405	5
65	ILN	WFO	ER	Wilmington	OH	1901 South State Rte 134	45177-9708	5
66	ILX	WFO	CR	Lincoln	IL	1362 State Rte 10	62656-5417	5
67	IND	WFO	CR	Indianapolis	IN	6900 West Hanna Ave	46241-9526	5
68	IWX	WFO	CR	Syracuse	IN	7506 East 850 N	46567	5
69	JAN	WFO	SR	Jackson	MS	234 Weather Service Drive	39208	6
70	JAX	WFO	SR	Jacksonville	FL	13701 Fang Drive	32218	5
71	JKL	WFO	ER	Jackson	KY	1329 Airport Road	41339	4
72	KRF	RFC	CR	Pleasant Hill	MO	1803 North 7 Highway	64080	10
73	LBF	WFO	CR	North Platte	NE	5250 East Lee Bird Drive	69101-2473	4
74	LCH	WFO	SR	Lake Charles	LA	500 Airport Blvd, #115	70605	5
75	LIX	WFO	SR	Slidell	LA	62300 Airport Road	70460-5243	5
76	LKN	WFO	WR	Elko	NV	3720 Paradise Drive	89801	4
77	LMK	WFO	CR	Louisville	KY	6201 Theiler Lane	40229	5
78	LOT	WFO	CR	Romeoville	IL	333 West University Drive	60446-1804	5
79	LOX	WFO	WR	Oxnard	CA	520 North Elevar Street	93030	6
80	LSX	WFO	CR	St Charles	MO	12 Research Park Drive	63304-5686	5
81	LUB	WFO	SR	Lubbock	TX	2579 South Loop 289, Suite 100	79423-1400	5
82	LWX	WFO	ER	Sterling	VA	44087 Weather Service Road	20166-2001	5
83	LZK	WFO	SR	Little Rock	AR	North Little Rock Airport 8400 Remount Road	72118	6
84	MAF	WFO	SR	Midland	TX	2500 Challenger Drive	79706-2606	5
85	MEG	WFO	SR	Memphis	TN	7777 Walnut Grove Road, Rm OM1	38120-2198	6
86	MFL	WFO	SR	Miami	FL	11691 SW 17th Street	33165-2149	5
87	MFR	WFO	WR	Medford	OR	4003 Cirrus Drive	97504	5
88	MHX	WFO	ER	Newport	NC	533 Roberts Road	28570	5
89	MKX	WFO	CR	Dousman	WI	N 3533 Hardscrabble Road	53118-9409	5
90	MLB	WFO	SR	Melbourne	FL	421 Croton Road	32935	5
91	MOB	WFO	SR	Mobile	AL	8400 Airport Blvd., Bldg 11	36608	5
92	MPX	WFO	CR	Chanhassen	MN	1733 Lake Drive West	55317	5
93	MQT	WFO	CR	Negaunee	MI	112 Airpark Drive South	49866-9526	4

	Site ID	Type	Region	City	State	Address	Zip	# of Workstations
94	MRX	WFO	SR	Morristown	TN	5974 Commerce Blvd.	37814	5
95	MSO	WFO	WR	Missoula	MT	5765 Highway 10 West	59802	5
96	MSR	RFC	CR	Chanhasen	MN	1733 Lake Drive West	55317	11
97	MTR	WFO	WR	Monterey	CA	Fleet Numerical Navy Base 21 Grace Hopper Ave, Stop 5	93943-5505	6
98	NAPO*	WFO	Test Bed	Silver Spring	MD	1325 East-West Highway Bldg. 2 SSMC-2 Room 12384	20910-3283	2
99	NHCR	RFC	SR/NC	Miami	FL	Tropical Prediction Center 11691 SW 17th Street	33165-2149	3
100	NHCW	WFO	SR/NC	Miami	FL	Tropical Prediction Center 11691 SW 17th Street	33165-2149	3
101	NHDA	WFO	Test Bed	Silver Spring	MD	1325 East-West Highway Bldg. 2 SSMC-2 Room 12384	20910-3283	6
102	NHDR	RFC	Test Bed	Silver Spring	MD	1325 East-West Highway Bldg. 2 SSMC-2 Room 12384	20910-3283	6
103	NHDW	WFO	Test Bed	Silver Spring	MD	1325 East-West Highway Bldg. 2 SSMC-2 Room 12384	20910-3283	10
104	NHOR	RFC	Test Bed	Silver Spring	MD	1325 East-West Highway Bldg. 2 SSMC-2 Room 12384	20910-3283	7
105	NHOW	WFO	Test Bed	Silver Spring	MD	1325 East-West Highway Bldg. 2 SSMC-2, 14th floor	20910-3283	3
106	NMTR	RFC	Test Bed	Silver Spring	MD	1325 East-West Highway	20910-3283	2
107	NMTW	WFO	Test Bed	Silver Spring	MD	1325 East-West Highway	20910-3283	3
108	NTCA	WFO	CR/Tng Ctr	Kansas City	MO	7220 Northwest 101st Terrace	64153	4
109	NTCB	RFC	CR/Tng Ctr	Kansas City	MO	7220 Northwest 101st Terrace	64153	5
110	NTCC	WFO	CR/Tng Ctr	Kansas City	MO	7220 Northwest 101st Terrace	64153	9
111	NTCD	RFC	CR/Tng Ctr	Kansas City	MO	7220 Northwest 101st Terrace	64153	9
112	OAX	WFO	CR	Valley	NE	6707 North 288th Street	68064-0719	5
113	OHX	WFO	SR	Old Hickory	TN	500 Weather Station Road	37138-1145	5
114	OKX	WFO	ER	Upton	NY	Brookhaven Natl Lab 175 Brookhaven Ave, Bldg NWS-1	11973	6
115	ORN	RFC	SR	Slidell	LA	62300 Airport Road	70460-5243	8
116	OSFW	WFO	SR	Norman	OK	1200 Westheimer Drive, Rm 1386	73069	3
117	OTX	WFO	WR	Spokane	WA	2601 N. Rambo Road	99224-6194	5
118	OUN	WFO	SR	Norman	OK	University of Oklahoma 1200 Westheimer Dr. Room 101	73069	6
119	PAH	WFO	CR	West Paducah	KY	8250 U.S. Highway 60	42086-9762	5
120	PBP	WFO	PRHQ	Honolulu	HI	Grosvenor Center, Mauka Tower 737 Bishop Street, Suite 2200	96813	2
121	PBZ	WFO	ER	Coraopolis	PA	192 Shafer Rd	15108	5
122	PDT	WFO	WR	Pendleton	OR	2001 NW 56th Drive	97801-4532	5
123	PHI	WFO	ER	Mt. Holly	NJ	732 Woodlane Rd	08060-9615	5
124	PIH	WFO	WR	Pocatello	ID	1320 Beechcraft Ave	83204	4
125	PQR	WFO	WR	Portland	OR	5241 Northeast 122nd Ave, Rm 115	97230-1089	6
126	PSR	WFO	WR	Phoenix	AZ	Administration Bldg PAB 500 1521 North Project Drive	85072-2025	5
127	PTR	RFC	WR	Portland	OR	5241 Northeast 122nd Ave, Rm 115	97230-1089	8
128	PUB	WFO	CR	Pueblo	CO	3 Eaton Way	81001-4856	4
129	RAH	WFO	ER	Raleigh	NC	1005 Capability Drive, Suite 300	27606	5
130	REV	WFO	WR	Reno	NV	2350 Raggio Parkway	89512	5
131	RHA	RFC	ER	State College	PA	227 West Beaver Avenue, Suite 402	18601-4821	8
132	RIW	WFO	CR	Riverton	WY	12744 West U.S. Highway 26	82501-9804	5
133	RLX	WFO	ER	Charleston	WV	400 Parkway Road	25309	5

	Site ID	Type	Region	City	State	Address	Zip	# of Workstations
134	RNK	WFO	ER	Blacksburg	VA	VA Tech Corp Research Center 1750 Forecast Drive	24060-6341	5
135	RSA	RFC	WR	Sacramento	CA	3310 El Camino Ave, Suite 228	95821-6308	9
136	SEW	WFO	WR	Seattle	WA	7600 Sand Point Way NE, Bldg 1 Bin C15700	98115	6
137	SFMG	WFO	SR/NASA	Houston	TX	Spaceflight Meteorology	77058	5
138	SGF	WFO	CR	Springfield	MO	5805 West Highway EE 11440 W Bernardo Court Ste 230	65802-8400	5
139	SGX	WFO	WR	San Diego	CA	Promontory Building	92127-1643	4
140	SHV	WFO	SR	Shreveport	LA	5655 Hollywood Ave	71109-7750	5
141	SJT	WFO	SR	San Angelo	TX	7654 Knickerbocker Road	76904	4
142	SJU	WFO	SR	San Juan	PR	4000 Carretera 190	00979	5
143	SLC	WFO	WR	Salt Lake City	UT	2242 W. North Temple	84116	5
144	SPCW	WFO	CR/NC	Norman	OK	1313 Halley Circle	73069	7
145	STO	WFO	WR	Sacramento	CA	3310 El Camino Ave, Suite 228	95821-6308	6
146	STR	RFC	WR	Salt Lake City	UT	2242 W. North Temple	84116	7
147	TAE	WFO	SR	Tallahassee	FL	Love Bldg, 4th Floor 116 Palmetto Drive	32306-4509	7
148	TAR	RFC	ER	Taunton	MA	445 Miles Standish Road	02780-1081	7
149	TBDR	RFC	Test bed	Mclean	VA	7575 Colshire Dr	22102	7
150	TBDW	WFO	Test bed	Mclean	VA	7575 Colshire Dr	22102	2
151	TBW	WFO	SR	Ruskin	FL	2525 14th Ave SE	33570	5
152	TBW4	RFC	Test bed	Mclean	VA	7575 Colshire Dr	22102	5
153	TFX	WFO	WR	Great Falls	MT	5324 Tri-Hill Frontage RD	59404	5
154	TIR	RFC	ER	Wilmington	OH	1901 South State Rte 134	45177	9
155	TOP	WFO	CR	Topeka	KS	1116 NE Strait Ave	66616-1698	5
156	TSA	WFO	SR	Tulsa	OK	10159 E. 11th St Suite 300	74128	5
157	TUA	RFC	SR	Tulsa	OK	10159 E. 11th St Suite 300	74128	7
158	TWC	WFO	WR	Tucson	AZ	520 North Park Ave, Suite 304	85719-5035	5
159	UNR	WFO	CR	Rapid City	SD	300 Est Signal Drive	57701-3800	5
160	VEF	WFO	WR	Las Vegas	NV	7851 Industrial Road	89139	5
161	VHW	WFO	WRHQ	Salt Lake City	UT	Federal Bldg 125 South State St, Room 1210	84138-1102	4
162	VRH	WFO	ARHQ	Anchorage	AK	222 West 7th Ave, No 23, R 517	99513-7575	3
163	VUY	WFO	ERHQ	Bohemia	NY	630 Johnson Ave	11716-2618	3
164	WNAR	RFC	CR/NC	Kansas City	MO	7220 101st Terrace	64153-2371	4
165	WNAW	WFO	CR/NC	Kansas City	MO	7220 101st Terrace	64153-2371	4
166	WNCF	WFO	NCF	Silver Spring	MD	1325 East-West Highway	20910-3283	1
167	WNOR	RFC	ER/NC	Camp Springs	MD	World Weather Bldg 5200 Auth Road Suite #302	20746	16
168	WNOR	RFC	ER/NC	Camp Springs	MD	World Weather Bldg 5200 Auth Road Suite #302	20746	9
169	WNOW	WFO	ER/NC	Camp Springs	MD	World Weather Bldg 5200 Auth Road Suite #302	20746	14

Key:

ER = Eastern Region
SR = Southern Region
CR = Central Region
WR = Western Region
AR = Alaska Region
PR = Pacific Region

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

Alternate I (Oct 1998). As prescribed in 19.307(b), add the following paragraph (b)(3) to the basic provision:

(3) *Address.* The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K.8 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

As prescribed in 22.810(a)(2), insert the following provision:

Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.9 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.10 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

As prescribed in 23.906(a), insert the following provision:

Certification of Toxic Chemical Release Reporting (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/ or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5269, 5171, or 7389 (limited to facilities engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas..

(End of provision)

K.11 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

As prescribed at 27.204-2, insert the following provision:

Royalty Information (Apr 1984)

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

Alternate I (Apr 1984). Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

K.12 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- (a) This solicitation sets forth the work to be performed if contracts award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

- (c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

(End of provision)

K.13 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

As prescribed in 30.201-3, insert the following provision:

Cost Accounting Standards Notices and Certification (June 2000)

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

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

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

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1. (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below: [] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

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

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

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

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

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below.

Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately

preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

<input type="checkbox"/> yes	<input type="checkbox"/> no
------------------------------	-----------------------------

(End of provision)

(End of Provision)

K.14 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

Background: Pub. L. No. 101-552 *The Administrative Dispute Resolution Act* encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

Please indicate your interest in participating in ADR by checking the appropriate blank below:

The offeror shall participate in ADR.

The offeror shall not participate in ADR.

K.15 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

(End of Section K)

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/>:

(End of provision)

L.1.1 FEDERAL ACQUISITIONS REGULATION (48 CFR CHAPTER I) SOLICITATION PROVISIONS

52.204-06	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM NUMBER (DUNS)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-01	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
	OCT 1997	ALTERNATE I
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-1	APR 1984	SITE VISIT

L.2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable. (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a Governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office. (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities; (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace. (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies: (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408. (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.3 TYPE OF CONTRACT

The contract type may be proposed by the Offeror as commensurate and appropriate with the Offeror's overall technical solution. It is envisioned that the awarded contract will be an Indefinite Delivery/ Indefinite Quantity (IDIQ) contract with Firm Fixed Price (FFP) for operations and maintenance, and cost-reimbursable and/or fixed-priced contract types for all other service areas. However, Firm Fixed Price is preferred for the entire AWIPS contract. In some cases for Task Order work the uncertainties involved in performance (e.g., time and labor types required) will not permit costs to be estimated with sufficient accuracy to use a Firm Fixed Price vehicle in which case, cost-reimbursable Task Orders can be issued, however, Firm-Fixed Pricing for the overall effort is preferred. The use of positive and negative incentives will provide the Government with leverage to ensure that Contractor performance remains high and that all requirements are met or exceeded in both Firm Fixed Price and Cost-Reimbursable elements of the contract. Positive and negative incentives may be proposed by the Contractor and negotiated with the Government.

L.4 RESERVED

L.5 RESERVED

L.6 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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

In addition to the above, within one day of filing a copy of the protest shall also be served on the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation located at:

U.S. Department of Commerce
Herbert C. Hoover Building, Room H5893
14th Street and Constitution Ave., N.W.
Washington, D.C. 20230
ATTN: Mark Langstein or Lynn Flanagan
FAX: (202) 482-5858

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

(End of provision)

L.7 GENERAL INSTRUCTIONS

Offerors shall submit each proposal in accordance with the guidance below. Submission requirements are specifically tailored to this solicitation and are designed to limit information to only that considered essential to the evaluation of the proposal and award of a contract. The Government will conduct this acquisition in two phases.

L.7.1 Phase 1

For the Advisory Down-Select (Phase 1), the Government will determine the likelihood of each respondent's ability to provide hardware and software operations and maintenance, software development/re-engineering, and communications services similar in size and scope to the AWIPS Re-Competition program. This determination will be made based on information contained in

respondents' capabilities statements in accordance with the evaluation criteria contained in Section M of this RFP.

Based on evaluation of each Offeror's capabilities statement in response to the solicitation notice, firms will either be notified that it is considered a viable competitor and invited to propose, or notified that it is unlikely to be a viable candidate. Notification that a prospective offeror is unlikely to be a viable candidate is advisory and offerors so notified are not prohibited from submitting proposals should they elect to do so.

L.7.2 Phase 2

In Phase 2, Offerors considered viable competitors in the first phase, as well as any offeror who was notified that it is unlikely to be a viable candidate, but chooses to proceed, will be offered an opportunity to perform due diligence (see Section L.11). Any prospective offeror that desires to compete in Phase 2, must respond to the request for Capabilities Statement in Phase 1. Phase 2 proposals will consist of Offerors' full written technical, management, and personnel solutions and cost/price proposal in accordance with the instructions provided below and the evaluation criteria described in Section M. Offerors will also be given an opportunity to present their proposed solutions in Oral Presentations.

PHASE 1

L.8 PHASE 1 CAPABILITIES STATEMENTS MATERIALS INSTRUCTIONS

The Offeror shall submit an original and ten hard (paper) copies of the Phase 1 Capabilities Statement materials delivered in three-ring binders and appropriately tabbed with the identification of the Offeror on the spine of the binder. The original hard copy proposal volume shall be submitted on white paper.

The Offeror shall also provide a soft copy of the proposal using electronic media in MS Word, Excel, and PowerPoint format, as appropriate, on CD-ROM. Text shall be presented on 8 ½ X 11 inch paper in Arial or Times New Roman typeface, no smaller than 12-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes and legends). Text shall be single-spaced with 1" margins. Costly, complex presentations are neither required nor desired.

Phase 1 proposal materials will be organized as shown below:

Tab #	Title	Size Limitation
Tab 1	Factor 1: Past Performance	30 Pages Total (NOT INCLUDING J-2 AND J-3 ATTACHMENTS SUBMISSIONS)
Tab 2		25 Pages Total

	Conceptual/Technical Approach	
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L.8.1 Factor 1: Past Performance

The past performance evaluation will examine how the respondent's past and/or present performance validates expected performance for the AWIPS program. Note that the Government generally will not consider performance on a newly awarded contract without a performance history (less than two years). In conducting the past performance assessment the Government may use data obtained from other sources as well as that provided in the capabilities statement. Factor 1 includes subfactors as described below:

- **Subfactor a: Relevant Experience.** Respondents are asked to identify at least three contract efforts of similar size, scope, and complexity as that of the AWIPS Re-Competition program. This review will focus on the size, scope, and complexity of the efforts and, in the case of a performance based contract, if applicable, the performance measures/service levels applied, and the actual results achieved against those measures. Of the identified projects, it is preferred that at least one be a performance-based contract. For each project, respondents are to provide a summary of that contract along with the attached Relevant Experience form (see Section J, Attachment J-2). Size, scope, and complexity are broadly defined as follows:
 - 1) **Size:** At least \$19 million per year in contract services.
 - 2) **Scope:** Includes hardware and software operations and maintenance (O&M), system monitoring and control, software development/re-engineering, and communications services.
 - 3) **Complexity:** The current system is comprised of over 4 million source lines of code with approximately 170 individual systems at approximately 140 geographical locations.
- **Subfactor b: References/Customer Satisfaction.** Respondents are asked to provide two references at the Program Manager/Contracting Officer level or higher for each project identified in response to subfactor a. Included in the Reference Data Sheet/Customer Satisfaction Evaluation form (see Section J, Attachment J-3) are questions to be answered by the references, of the respondents' choice, that focus on the degree of success the Contractor achieved on prior or current contracts and the level of customer satisfaction achieved. Customer satisfaction will be evaluated in the areas of cost, schedule, quality and timeliness of deliverables, and if applicable, performance against metrics/measures.

For each reference, respondents are asked to forward a Reference Data Sheet/Customer Satisfaction Evaluation form (see Attachment J-3) to the persons selected by the respondent to provide references. After completion of the Reference Data Sheet/Customer Satisfaction Evaluation form, all completed 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

- **Subfactor c: Experience with Cost Savings.** Respondents are asked to describe in detail at least two instances when their firm successfully reduced costs for clients, preferably under a performance-based contract. The examples are not limited to information provided in response to any other area of the Phase 1 capabilities statement. However, it is desired that these examples tie into the past performance data referenced in Subfactor (a). It is also not limited to Government clients; however, the examples given must have been performed by the proposing business unit. Respondents are asked as part of their response to give a brief description of the organization and function of the proposing business unit.

L.8.2: Factor 2: Conceptual/Technical Approach.

Respondents are asked to describe their conceptual/technical approach to operating and maintaining the AWIPS system. It is understood that the approach may evolve during Phase 2 of the competition. A high-level description of how the respondent proposes to satisfy the objectives, as set forth in the AWIPS SOO, is requested. The response should address, at a minimum, the following subfactors:

- **Subfactor a: Approach.** Describe your network monitoring and control, hardware maintenance and SBN telecommunications. If changes to the current software integration, test, and maintenance processes are anticipated, give a general framework for the process.
- **Subfactor b: Resources.** Describe in-house and anticipated resources (personnel, facilities, infrastructure, etc). Describe in-house and anticipated engineering/program management structure. If a

logistics support infrastructure (warehouses and/or parts distribution network) currently exists, please provide a high-level description.

- **Subfactor c: Partnering.** Describe your approach to satisfying the Partnering Philosophy objective in section C.3 of the RFP.
- **Subfactor d: Transition Activities.** Provide a high-level description of anticipated transition activities from contract award to full operational responsibility.

L.8.3 Phase 1 Advisory Down -Select

Based on the evaluation of respondent’s capabilities statements submitted in response to the solicitation notice, each firm will either be notified that it is considered a viable candidate and invited to propose, or notified that it is unlikely to be a viable candidate. Notifications that a prospective offeror is unlikely to be a viable candidate is advisory and offerors so notified are not prohibited from submitting proposals should they elect to do so.

L.9 PHASE 2 PROPOSAL INSTRUCTIONS

The Offeror shall submit an original and ten hard (paper) copies of the Technical Proposal Volume and an original and five hard (paper) copies of the Price/Cost Proposal Volume (each volume delivered in three-ring binders and appropriately tabbed with the identification of the Offeror and Volume Number on the spine of the binder). The original hard copy proposal volumes shall be submitted on white paper.

The Offeror shall also provide a soft copy of the proposals using electronic media in MS Word, Excel, and PowerPoint format, as appropriate, on CD-ROM. Text shall be presented on 8 ½ X 11 inch paper in Ariel or Times New Roman typeface, no smaller than 12-point pitch (smaller fonts are acceptable for graphics, figures, tables, footnotes and legends). Text shall be single-spaced with 1” margins. Costly, complex presentations are neither required nor desired.

L.9.1 PHASE 2 PAGE LIMITATIONS

Volume	Title	Size Limitation
Volume 1	Technical Proposal	200 Pages Total
Volume 2	Price/Cost Proposal	100 Pages Total

L.9.2 Phase 2 Proposal Revisions

The Government reserves the right to conduct discussion with the Offerors prior to final award of the contract and to request updated and or revised proposals. All proposal revisions shall be submitted as change pages to the hard copy, accompanied by a complete electronic resubmission of the affected file(s). Each change page shall be identified by date, by revision number, and by corresponding page number. New/changed information shall be identified by a vertical line in the margin next to the change and/or by using redline and strikeout features. Hard copy change pages shall be submitted on light colored (e.g., light blue, yellow, pink) paper. Subsequent change pages/responses, if any, shall be on different color paper to readily identify the current changes/corrections.

L.9.3 Phase 2 Proposal Organization

The Offeror shall organize its Phase 2 proposal in two volumes on separate CD-ROMs (and in hard copy, in separate binders) for each volume as shown below.

Volume 1: Technical Proposal: Technical Solution; Quality Assurance Surveillance Plan

Volume 2: Price/Cost Proposal: Explanations and Exceptions, Price/Cost Data, Cost Control Mechanisms and Cost Savings Methodology; and Socioeconomic/Subcontracting Goals

L.9.3.1 Volume I, Technical Proposal

Volume I, Technical Proposal shall include the Offeror's proposed Technical Solution and Performance Measurement Solution.

Factor 1: Technical Solution. Offerors are asked to describe their technical solution with regard to Operating and Maintaining the AWIPS system. Offerors should provide a detailed Technical Proposal that addresses how the offeror proposes to satisfy the objectives, as set forth in the AWIPS SOO. The response should address, at a minimum, the subfactors described below:

- **Subfactor a: Management Solution.**

Please include the following items:

- **Program Management Plan** which should include a comprehensive explanation of the strategies to be used for project plan execution, project integration, and organizational policies, tools and techniques for coordinating and directing the various technical and organizational interfaces required for the project. The Offeror must demonstrate their approach and plan to satisfy the requirement for each current business activity.
- **Resource Management Plan** which should include a description of proposed personnel, staff acquisition and scheduling, and retention

- policies. Offerors should propose key personnel, and provide their proposed responsibilities, percentage of time each is committed to the project, and other contractual obligations for each during the course of this award. Resumes of proposed key personnel should be submitted in the proposal
- **Work Breakdown Structure** which should cover all tasks including operational activities, maintenance activities, and transition activities.
 - **Risk Management Plan** which should include a discussion of anticipated risks and problems and proposed means for mitigating risks.
 - **Approach to Earned Value Management** should include an explanation of the application of ANSI/EIA Standard 748 to monitor and compare actual performance to planned results. Explain the process for monitoring and determining the need for corrective action.
- **Subfactor b: Transition Plan (Phase-In and Phase-Out).** Transition plan should include details to minimize disruption and start-up requirements. The transition plan should include details of how the offeror plans to address staffing, including recruiting, hiring, training, and security requirements, and any other special considerations of the prospective providers to reflect a transition period of realistic length and requirements. The transition plan should provide details of seamless transition of subcontracted services, logistics and maintenance (e.g. SBN services, existing spares pool, etc.). In addition, the transition plan should include details regarding the phase-out period of the contract when the contract ends.
 - **Subfactor c: Operations and Maintenance Solution.** The Operations and Maintenance Solution should include, but is not be limited to, the following:
 - Plan for Satellite Broadcast Network (SBN) point to multi-point distribution. This strategy should include details on operations and maintenance and logistics to support the Master Ground Station (MGS), Backup Master Ground Station (BMGS) and for Site Ground System (SGS) equipment associated with all installed systems.
 - Plan to Provide Hardware Maintenance and Logistics Support services for all installed AWIPS systems hardware, to meet AWIPS operational availability requirements.
 - Plan to provide maintenance for all AWIPS COTS Software including software licenses and annual software support to provide vendor assistance and any applicable vendor software updates, patches and fixes.

- 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:

- **Subfactor a: Quality Assurance and Surveillance Plan.** The Offeror’s proposed Quality Assurance Surveillance Plan documents the methods used to measure performance of the Contractor against the objectives in the SOO. Offerors are required to identify performance metrics and positive/negative incentives. These measures will be identified in the Offeror’s proposed Quality Assurance Surveillance Plan (QASP).
 - The Offeror shall propose a QASP consisting of a description of the review process, its documentation, methods of internal review, identification of staff position(s) performing the reviews, and the frequency of the reviews.
 - Below is a sample template for a QASP that offerors may use in their submissions. However, offerors are not required to use this format.

QUALITY ASSURANCE SURVEILLANCE PLAN SUMMARY MATRIX				
AWIPS Project Objective(s)	Performance Metric	Acceptable Level of Performance	Methodology to Measure Performance	Positive/ Negative Performance Incentive

- **Subfactor b: Service Level Agreements (SLAs).** Offerors may submit Service Level Agreements to indicate levels of service that will be offered to the Government.

L.9.3.2 Volume II: Price/Cost Proposal

The Price/Cost Proposal shall include a completed SF 33, the Explanations and Exceptions for Price/Cost, completed Price/Cost Model, a Subcontracting Plan, and any refreshed Past Performance data. Offerors must ensure that no prices or costs are included in the Technical Volume.

L.9.3.2.1 Volume II: Explanations and Exceptions

The Price/Cost Proposal shall include a completed SF 33 and explanations and exceptions for Price/Cost. Offerors must ensure that no prices or costs are included in the Technical Volume.

The Price/Cost Proposal should include explanations of calculated costs/price and exceptions to terms and conditions. The Price/Cost Proposal should contain

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.

M.1 PHASE I (CAPABILITIES STATEMENTS) EVALUATION FACTORS

Factor 1– Past Performance

- Subfactor a: Relevant Experience
- Subfactor b: References/Customer Satisfaction
- Subfactor c: Experience in Cost Savings

Factor 2– Conceptual/Technical Approach

- Subfactor a: Approach
- Subfactor b: Resources
- Subfactor c: Partnering
- Subfactor d: Transition Activities

M.1.1. ORDER OF IMPORTANCE

In Phase 1 of the solicitation, Factor 1 (Past Performance) is of greater importance than Factor 2 (Conceptual/Technical Approach). All subfactors are considered equal within a factor.

M.1.2 EVALUATION CRITERIA AND RATINGS

Evaluation of the Phase 1 capabilities statements will focus on Conceptual/Technical Approach and Past Performance. Each respondent's viability will be determined using the evaluation criteria and ratings as described below.

Factor 1: Past Performance. Past Performance will be evaluated in the areas of Relevant Experience, References/Customer Satisfaction, and Experience with Cost Savings.

- **Subfactor a: Relevant Experience.**

The Relevant Experience rating will reflect the evaluation of an offeror's work record, experience and probability of successful contract performance.

In addition to the information provided by the Respondent, information will be obtained through the Contractor Performance Assessment Reporting System or similar systems of Government departments and agencies, interviews with program managers and Contracting Officers, and other sources known to the Government, including commercial sources, as well as the materials submitted by the offeror. The evaluation decision will focus on the offeror's probability of meeting overall program objectives.

Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and

the appropriateness and effectiveness of any corrective actions taken (not just planned or promised).

The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. More recent and relevant performance will have a greater impact on the evaluation than less recent or relevant efforts. A strong record of relevant past performance may be considered more advantageous to the Government.

The Government will examine all information submitted in response to subfactor (a) to determine the extent of the Contractor's experience with programs similar to AWIPS requirements in size, scope, and complexity.

As part of the past performance assessment, evaluators will consider how relevant a Respondent's present or recent past performance history is to the AWIPS acquisition and assign relevance ratings as described below:

Highly Relevant: All of the respondent's past performance experience submissions involved performance of work comparable in size, scope, and complexity to AWIPS and included all or nearly all the capabilities that will be required for the NWS. The respondent's submissions included at least one performance based contract example.

Relevant: Most of the respondent's past performance experience submissions involved performance of work comparable in size, scope, and complexity to AWIPS and included all or some of the capabilities that will be required for the NWS.

Minimally Relevant: Most of the respondent's past performance experience submissions did not involve work comparable in size, scope, and complexity to AWIPS and included few, or no capabilities that will be required for the NWS.

- **Subfactor b: References/Customer Satisfaction.**

The References/Customer Satisfaction rating will be assigned based on examination of the reference and customer satisfaction information obtained through the Reference Data Sheet/Customer Satisfaction Evaluation Form (Section J: Attachment J-3) for the identified contracts. Reference and Customer Satisfaction ratings will reflect the degree of success the Contractor achieved or is achieving on prior and/or current contracts and the level of customer satisfaction achieved with respect to cost, schedule, quality and timeliness of deliverables, and if applicable, performance against measures/metrics.

In addition to the information obtained through the questionnaire (Section J: Attachment J-3), information may be obtained through the Contractor Performance Assessment Reporting System or similar systems of Government departments and agencies, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources. The evaluation will focus on determining the level of emphasis and degree of success the Contractor achieved in meeting the underlying business objectives of the customer. Evaluators will rate the degree of customer satisfaction achieved in the areas of cost, schedule, quality and timeliness of deliverables, and if applicable, performance against metrics/measures. For Reference/Customer Satisfaction, evaluators will assign satisfaction ratings as described below:

Highly Satisfactory: There is a consistent record of a successful link between Contractor service and the mission objectives of the customers' organizations. The Contractor successfully managed customer expectations and consistently exceeded performance goals. The respondent has an excellent record for supplying products and services that meet users' needs and exceeding expectations and contract requirements with respect to all of the following: cost, schedule, quality and timeliness of deliverables, and if applicable, performance against metrics/measures.

Satisfactory: There is evidence of a successful link between Contractor service and the mission objectives of the customers' organizations. The Contractor met customer expectations and performance goals. The Contractor has an adequate record for supplying products and services that meet users' needs and that meet or occasionally exceed expectations and contract requirements with respect to most or all of the following: cost, schedule, quality and timeliness of deliverables, and if applicable, performance against metrics/measures.

Unsatisfactory: There is little or no evidence of a link between Contractor service and the mission objectives of the customers' organizations. The Contractor rarely met customer expectations and performance goals. The Contractor received unsatisfactory remarks from references which indicate a poor record for supplying products and services that meet users' needs, expectations, and contract requirements with respect to any or all of the following: cost, schedule, quality and timeliness of deliverables, and if applicable, performance against metrics/measures.

- **Subfactor c: Experience in Cost Savings.**

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.