

**NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION
REQUEST FOR PROPOSAL (RFP)
NUMBER: NAMA-03-R-0018**

for the

ELECTRONIC RECORDS ARCHIVES

**AMENDMENT 0001
DECEMBER 24, 2003**

8601 Adelphi Road
College Park, MD 20740-6001

Section A – SF 33 Cover Sheet

Amendment 0001

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 700)		RATING	PAGE OF PAGES 1 291	
2. CONTRACT NO.		3. SOLICITATION NUMBER NAMA-03-R-0018		4. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 12/05/2003	
7. ISSUED BY National Archives and Records Administration (NAA) (301) 837-3100 8601 Adelphi Road RM3360 College Park MD 20740-6001		CODE 8800		8. ADDRESS OFFER TO (if other than Item 7) National Archives and Records Administration Attn: Madan Kar 301-837-0736 8601 Adelphi Road RM B-550 College Park, MD 20740-6001			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>1200 ES</u> local time <u>01/28/2004</u> <i>(Hour) (Date)</i>							
CAUTION: LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL		A. NAME Madan Kar		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301 837-0736		C. E-MAIL ADDRESS madan.kar@nara.gov	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	159
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (80 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section J, Clause No. 52.232-6)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (if other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
<i>(Signature of Contracting Officer)</i>							

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
 AUTHORIZED FOR LOCAL REPRODUCTION
 Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
 Prescribed by GSA - FAR (48 CFR) 53.214(c)

Section B – Supplies or Services and Price

SECTION B – Supplies or Services and Price

The Contactor shall provide the following products and services.

B.1 Contract Base Period

Contract Line Item Number (CLIN)	Supplies and/or Services	Quantity	Unit	Amount
0001	<p>System Analysis and Design: The Contractor shall perform System Analysis and Design of the Electronic Records Archives (ERA) System in accordance with the Statement of Objectives (SOO), Section J, Attachment 1 and Performance Work Statement (PWS) on a Firm Fixed Price basis.</p> <p>Provide data and reports in accordance with the Contract Data Requirements List (CDRL)</p>	1	Lot	\$
Firm Fixed Price, System Analysis and Design Phase				\$

B.2 Option 1

Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0101	Increment 1 - Development	1	Lot	NSP
0101AA	<p>Development</p> <p>Includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 1.</p> <p>Initial analysis and design for Increment 2</p> <p>Data and Reports; provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0101AB	Award Fee for CLIN 0101	1	Lot	% _____ \$
0102	Increment 1 - Operations and Support	1	Lot	NSP
0102AA	<p>Operations and Support</p> <p>Startup activities to prepare for Operations and Support of the ERA Operational System. Period of performance is 24 months from exercise of Option 1.</p> <p>Operations and Support for any operational releases; includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.).</p> <p>Data and Reports; provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0102AB	Award Fee for CLIN 0102	1	Lot	% _____ \$
Increment 1, Total Estimated Cost and Fee				\$

B.3 Option 2

Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0201	Increment 2 - Development	1	Lot	NSP
0201AA	<p>Development</p> <p>Includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 2.</p> <p>Initial analysis and design for Increment 3.</p> <p>Provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0201AB	Award Fee for CLIN 0201	1	Lot	% _____ \$
0202	Increment 2 - Operations and Support	1	Lot	NSP
0202AA	<p>Operations and Support</p> <p>Operations and Support includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.)</p> <p>Provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0202AB	Award Fee for CLIN 0202	1	Lot	% _____ \$
Increment 2, Total Estimated Cost and Fee				\$

B.4 Option 3

Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0301	Increment 3 – Development	1	Lot	NSP
0301AA	<p>Development</p> <p>Includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 3.</p> <p>Initial analysis and design for Increment 4.</p> <p>Provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0301BB	Award Fee for CLIN 0301	1	Lot	% _____ \$
0302	Increment 3 - Operations and Support	1	Lot	NSP
0302AA	<p>Operations and Support</p> <p>Operations and Support includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.)</p> <p>Provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0302AB	Award Fee for CLIN 0302	1	Lot	% _____ \$
Increment 3, Total Estimated Cost and Fee				\$

B.5 Option 4

Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0401	Increment 4 - Development	1	Lot	NSP
0401AA	<p>Development</p> <p>Includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 4.</p> <p>Initial analysis and design for Increment 5.</p> <p>Provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0401AB	Award Fee for CLIN 0401	1	Lot	% _____ \$
0402	Increment 4 - Operations and Support	1	Lot	NSP
0402AA	<p>Operations and Support</p> <p>Operations and Support includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.)</p> <p>Provide data and reports in accordance with the Contract Data Requirements List.</p>	1	Lot	\$
0402AB	Award Fee for CLIN 0402	1	Lot	% _____ \$
Increment 4, Total Estimated Cost and Fee				\$

B.6 Option 5

Contract Line Item No. (CLIN)	Supplies and/or Services	Quantity	Unit	Estimated Cost
0501	Increment 5 - Development	1	Lot	NSP
0501AA	Development Includes all labor (program management, analysis, engineering, development, documentation, communications, facilities, facility buildout, installation, deployment, all software maintenance, training development, change management, etc.) and materials (hardware, software, equipment, etc.) associated with development of Increment 5. Data and Reports; provide data and reports in accordance with the Contract Data Requirements List.	1	Lot	\$
0501AB	Award Fee for CLIN 0501	1	Lot	% _____ \$
0502	Increment 5 - Operations and Support	1	Lot	NSP
0502AA	Operations and Support Operations and Support includes all labor for the operation and maintenance of equipment, system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.) Data and Reports; provide data and reports in accordance with the Contract Data Requirements List.	1	Lot	\$
0502AB	Award Fee for CLIN 0502	1	Lot	% _____ \$
Increment 5, Total Estimated Cost and Fee				\$

B.7 Option 6

Contract Line Item Number (CLIN)	Supplies and/or Services	Quantity	Unit	Amount
0601	Operations and Support of ERA Operational System.	1	Lot	NSP
0601AA	Operations and Support Operations and Support includes all labor, operation and maintenance of equipment, all system administration and support (computer and network operations, training, help desk), and materials (parts, supplies, media, etc.) Provide data and reports in accordance with the Contract Data Requirements List.	1	Lot	\$
0601AB	Award Fee for CLIN 0601	1	Lot	% _____ \$
Operations and Support of ERA Operational System, Total Estimated Cost and Fee				\$

Total, base period and all options

Firm Fixed Price, System Analysis and Design Phase	\$
Increment 1, Total Estimated Cost and Fee	\$
Increment 2, Total Estimated Cost and Fee	\$
Increment 3, Total Estimated Cost and Fee	\$
Increment 4, Total Estimated Cost and Fee	\$
Increment 5, Total Estimated Cost and Fee	\$
Operations and Support of ERA Operational System, Total Estimated Cost and Fee	\$
Total Price, Estimated Cost and Fee of the Contract	\$

Section C – Performance Work Statement

Offeror's Performance Work Statement (PWS) will be inserted into Section C upon contract award.

Section D – Packaging and Marking

D-1 Submission Of Forms And Reports

All postage and fees relating to submitting information, including but not limited to, forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative (COR) shall be prepaid by the Contractor.

(End of Clause)

D-2 Marking Of Information Or Reports

All information or reports submitted shall prominently show on the cover of the report:

- 1 Name and business address of Contractor;
- 2 Contractor's point of contact for report and phone number;
- 3 Contract number and/or Order number;
- 4 Contracting Officer's name, phone number, and address; and
- 5 Name and address of COR.

(End of Clause)

D-3 Preservation, Packaging, and Packing

Preservation, packaging, and packing shall provide adequate protection against physical damage during shipment of all deliverable items in accordance with commercial practices.

(End of Clause)

Section E – Inspection and Acceptance

1.0 Clauses Incorporated by Reference

52.246-2	Inspection of Supplies – Fixed Price (Fixed Price Only)	AUG 1996
52.246-3	Inspection of Supplies – Cost Reimbursement (Cost Only)	MAY 2001
52.246-4	Inspection of Services – Fixed-Price (Fixed Price Only)	AUG 1996
52.246-5	Inspection of Services – Cost Reimbursement (Cost Only)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

2.0 Software Capability Evaluation

The contractor analysis and design and any other activities and deliverables (other than the Disposition/Scheduling Prototypes) are expected to be completed nine (9) months from contract award. Immediately following completion of that technical activity, the Government may at its option conduct independent capability assessments of the Contractor to determine the degree to which their corporate SW-CMM/CMMI Level 3 (or higher) processes and procedures have been institutionalized on the ERA project. Depending on whether the Contractor has represented itself as being compliant with the SW-CMM or the CMMI model, the evaluation will take the form of a SCE or SCAMPI, respectively. All SCEs or SCAMPIs will be led by SEI-Qualified lead evaluators or appraisers provided by the Government.

Offerors should note that the Government intends to conduct additional software capability evaluations during execution of the contract following down-select, however this will be limited to at most one (1) evaluation per contract option period (increment).

(End of Clause)

3.0 Contractor Quality Control Responsibility

The Contractor is responsible for the day-to-day inspection and monitoring of the Contractor's work performed to ensure compliance with contract requirements. The results of all Contractor quality control inspections conducted shall be documented on inspection reports and provided to the COR as requested.

(End of Clause)

4.0 Inspection and Acceptance - Reports and Data

Inspection and acceptance of all reports and data shall be as specified in the Contract Data Requirements List. The Government may accept, conditionally accept, or reject the Contractor delivered reports and data as specified in the individual Data Requirement Items. Rejected or conditionally accepted reports and data will state any corrective action required by the Contractor. The Contractor shall make any necessary changes, modifications, or corrections to the reports or data. The Government shall take action on the corrected reports and data within the time limit specified in the individual data requirement items. Government action under this requirement shall not affect or limit any other rights the Government may have under this contract.

(End of Clause)

Section F – Deliveries or Performance

1.0 CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities (Fixed Price Only)	SEP 1989
52.242-15	Stop-Work Order (Fixed Price Only)	AUG 1989
52.242-15	Stop-Work Order Alternate 1 (Cost Only)	AUG 1989 APR 1984
52.242-17	Government Delay Of Work (Fixed Price Only)	APR 1984
52.247-34	Free on Board (FOB) Destination (Fixed Price Only)	NOV 1991

1.1 TERM OF CONTRACT PERFORMANCE

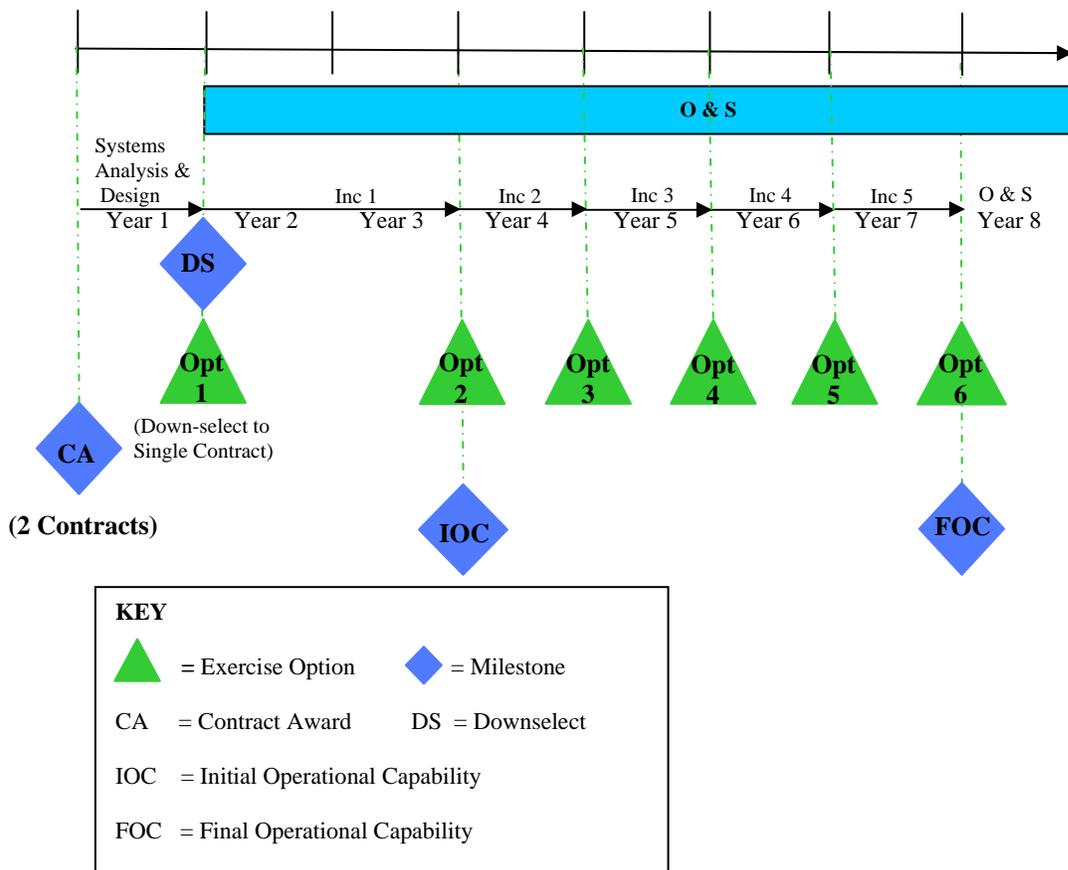
1.1.1 Base Year. Services to be furnished in this contract shall begin on the effective date or date of award, whichever is later, and shall continue thereafter for a period of 12 months.

1.1.2 Option Years

The period of performance for the option years are as follows:

- Option 1 performance period, if exercised, shall be 24 months following the Base Contract period.
- Option 2 performance period, if exercised, shall be 12 months following Option 1.
- Option 3 performance period, if exercised, shall be 12 months following Option 2.
- Option 4 performance period, if exercised, shall be 12 months following Option 3.
- Option 5 performance period, if exercised, shall be 12 months following Option 4.
- Option 6 performance period, if exercised, shall be 12 months following Option 5.

These periods of performance are illustrated in the following diagram, and are for informational purposes only



Program Milestones

2.0 PLACE OF PERFORMANCE

Work will be performed at Government provided and/or Contractor facilities, in accordance with FAR 52.215-6, Place of Performance (Oct 1997).

(End of Clause)

3.0 CONTRACTOR NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he/she anticipates difficulty in complying with the contract schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or

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Deliveries or Performance

threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details. However, the Contractor's data shall be informational only in character. This provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

(End of Clause)

Section G – Contract Administration Data

CONTRACT ADMINISTRATION DATA**G-1 Government Contract Administration**

a. This contract will be administered by:

National Archives and Records Administration
Acquisition Services Division, Code NAA
Room B-550
8601 Adelphi Road
College Park, MD 20740-6001

b. The Contracting Officer responsible for administering this contract is:

Madan Kar, Contracting Officer
Telephone: (301) 837-0736
Email: Madan.Kar@.nara.gov

(1) Written communication to the Contracting Officer shall make reference to the contract number and shall be mailed, postage prepaid, to the above address.

(2) The Contracting Officer has the overall responsibility for the administration of this contract. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the Contracting Officer may delegate certain other responsibilities to authorized representatives.

(End of Clause)

G-2 Designation of Contracting Officer's Representative

a. (1) The Contracting Officer's Representative (COR) for this contract is:

Name: TBD
Address: _____

National Archives and Records Administration
Room B-550,
8601 Adelphi Road _____
College Park, MD 20740 _____
Telephone: TBD _____
Fax: TBD _____

Email: TBD

- (2) The individual named above is designated as COR to assist the Contracting Officer (CO) in the discharge of the Contracting Officer's responsibilities. The COR is responsible for monitoring, giving progress reports to the CO, providing technical direction and clarification to the Contractor, and overall technical surveillance of services to be performed under this contract. The COR should be contacted regarding questions or problems of a technical nature. Technical direction and clarification must be within the general scope of the work stated in the contract. Technical direction and clarification may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the appropriate changes clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions, or specifications of the contract. In no event will any understanding or agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any person other than the CO be effective or binding upon the Government.
 - (3) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract, the Contractor shall immediately notify the CO and follow-up in writing within in five (5) calendar days. The Contractor shall not proceed with the questioned work affected by the technical direction or clarification unless instructed otherwise by the CO.
- b. The responsibilities of the COR include, but are not limited to, the following:
- (1) Provides technical direction and ensures Quality Assurance (QA);
 - (2) Reviews and certifies invoices in accordance with invoicing instructions of the contract ensuring that payment is made only for satisfactory services or supplies received. Maintains file copies of all invoices and supporting documentation. Monitors the costs of cost-reimbursement, time-and-material, and labor hour type contracts to ensure that they appear to be reasonable for the efforts performed; this includes the type of labor and number of labor hours, travel locations/duration/number of travelers, and types and quantities of material as indicated in the Bill of Material. As a minimum, the COR must review invoices and any status reports provided by the Contractor to verify that the hours or cost incurred are reasonable for the Contractor's effort and contract deliverables provided. Upon certification of invoices, the COR shall provide a copy of the invoice and certification to the payment office and a copy to the contracting office.
 - (3) Monitors contract performance, provides inspection and acceptance of Contractor performance, certifying that the services are satisfactory and performed in accordance with the contract's terms and conditions. Whenever possible, the

Amendment 0001

Contract Administration Data

originator of the acquisition requirements should not also be the inspector/acceptor of the services; therefore, the level above the COR will sign as the originator/requestor of all acquisitions requiring a COR.

- (4) Submits a written report to the CO addressing all aspects of the Contractor's performance, including cost effectiveness, quality, and timeliness of performance. This report shall be submitted within 60 days of contract and/or task/delivery order completion, but no less than annually.
- (5) Ensures information received from the contractor is accurate and complete.
- (6) Maintains a COR file, by contract and delivery order (if applicable) containing contract documentation including copies of all Alternate COR appointment letters and correspondence.
- (7) Completes and forwards information regarding all Government property furnished to the contractor to the CO, retaining records of the date provided to the contractor and the condition of the property.
- (8) Serves as the point-of-contact through which the Contractor can relay questions or problems of a technical nature to the CO.
- (9) Confers with representatives of the Contractor regarding any non-performance or unsatisfactory performance; following through to assure that all non-performance or unsatisfactory performance is performed/corrected or payment adjustment is recommended to the CO.
- (10) Reviews and evaluates Contractor's Indefinite Delivery Indefinite Quantity (IDIQ) estimates (if applicable to contract), furnishes comments and recommendations to the CO as appropriate.
- (11) Advises the CO of any performance problems and makes recommendations for corrective action to correct performance issues.
- (12) Furnishes the CO with any requests for change, deviation, or waiver (whether generated by Government personnel or Contractor personnel), including all supporting paperwork in connection with such change, deviation, or waiver.
- (13) Receives and maintains a file of Non-Disclosure Agreements signed by Contractor's staff.
- (14) In addition to the specific duties as listed above, you are also responsible for knowing the employment status of the contractor's employees working at the NARA sites of AI and AII. When you are notified that the contractor's employee is leaving the contract or the work site has changed, you must notify NARA Security Office (NASS) of the new status. You should also ensure that the contractor's

employee returns the NARA issued identification and the proximity card for AII when they no longer need access to the buildings. Your signature is required on the Contractor's Identification Card Authorization in order for the contractor's employee to be issued a NARA identification badge and a proximity card in the case of an AII work site. An identification badge and proximity card will not be issued without a signed Authorization that includes an expiration date. Please refer to NARA Directive 272 for more information on contractor's employees identification badge and proximity card issuance.

- c. Nothing in the foregoing paragraphs of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected, by the disputed technical direction or clarification.

(End of Clause)

G-3 Certification of Invoice

- a. The CO and COR will review a copy of each invoice for correctness of labor categories used, services performed, etc. The CO or the COR will certify the invoice and:
 - (1) Submit it to the payment office for payment; or
 - (2) Authorize reimbursement by Government purchase card.
- b. If the CO or COR disagrees with the invoice, the CO or COR, as appropriate, will immediately:
 - (1) Notify the paying office or withhold Government purchase card reimbursement;
 - (2) Contact the Contractor to resolve any discrepancies;
 - (3) Obtain a corrected invoice; and, as appropriate,
 - (4) Forward the corrected invoice to the paying office or authorize Government purchase card reimbursement.
- c. If only a portion of the invoice costs are in dispute, the CO or COR, if assigned, will certify only the undisputed costs and, as appropriate, submit the invoice to the payment office for partial payment or authorize only partial Government purchase card payment. The COR will work with the Contractor to resolve any remaining disputed costs.
- d. If the COR cannot resolve the invoice discrepancy with the Contractor, or if a problem has been noted with the Contractor's performance, the COR shall notify the CO, in writing, with details of the problem.

(End of Clause)

G-4 Invoice Submission Requirements

a. (1) All original invoices (plus two copies) for firm-fixed-priced services not designated to be reimbursed by Government purchase card, shall be sent to:

General Services Administration
External Services Branch (6BCE)
P.O. Box 914760
Kansas City, MO 64141

(2) The Contracting Officer identified in paragraph G-1 and the COR identified in paragraph G-2 shall be sent a copy of all invoices. The Contractor shall attach to all invoices sent to the CO and COR any NARA Performance Discrepancy Reports, including Contractor rebuttal comments, for any work covered by the invoice, regardless if rebuttal comments had been previously submitted during the invoice period.

b. To constitute a "proper" invoice and to assist the Government in making timely payments, the invoice shall include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date;
- (2) Contract number;
- (3) Description, price, and quantity of services actually delivered or rendered and segregated by CLIN and/or SUBCLIN number(s);
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract;
- (6) Government Document Number (the Document Number is an 8 digit number that begins with NO);
- (7) Organizational code; and
- (8) Other substantiating documentation or information as required by the contract (such as invoice number).
- (9) Tax ID Number (TIN)

c. Invoices shall be submitted on the 13th business day of each month.

(End of Clause)

G-5 Payment

a. Payments shall be made on a calendar month basis in arrears of services rendered upon submission of a proper invoice. Payments will be due on the 30th calendar day after receipt of a

proper invoice, or on the 30th calendar day after the date the services were accepted by the Government, whichever is later. For a fixed-price services contract, in the event the contract begins or ends during the month, payment will be prorated based on the actual number of workdays per month.

(1) **No contract payments will be made by check.** Payment will be made electronically in accordance to FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration.

(2) The date of payment by wire transfer shall be considered to be the date payment is made.

(3) For payment purposes, the date of completion of performance of service under the contract shall be the last day of the month in which services were provided.

b. The Contractor shall be paid for the work called for in Section C as set forth in the “Line Item Description” located in **Section B** of this Contract. Payment for supplies/services, minus any deductions from the invoiced price made pursuant to Section E, shall be made monthly upon submission of the Contractor’s properly certified invoices.

(End of Clause)

G-6 Adjusting Payment

Under the terms and conditions of this contract, payment may be adjusted if any services do not conform with contract requirements. The COR will inform the Contractor in writing of the type and dollar amount of proposed payment adjustment deductions with reference to the appropriate contract term or condition on or before the 10th working day of the month succeeding the performance period for which the deductions are to be made.

(End of Clause)

G-7 Final Payment

Before final NARA payment is made, the Contractor shall furnish to the Contracting Officer a written release of all claims against the Government arising by virtue of the contract, other than claims in stated amounts as may be specifically excluded by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), a release may also be requested of the assignee. To ensure that all necessary adjustments for non-performance or unsatisfactory performance have been made and a release of claims has been submitted before the contract is closed out, the final NARA payment will be made in thirty (30) calendar days after receipt of a proper invoice, date of completion of performance, or receipt of release of claims by the Contracting Officer, whichever is later.

(End of Clause)

G-8 Contractor's Point of Contact for DCAA Contract Auditor

Offerors are requested to identify the DCAA point of contact for contract audits.

Name:

Address:

Telephone:

FAX No.:

(End of Clause)

G-9 Earned Value management System (EVMS) Assessment

On an annual basis, the Government may conduct a monitoring session and perform an assessment of the developer's EVMS. For up to 14 business days per fiscal year, at a time mutually agreeable to both the Government and the developer, the developer shall make the appropriate staff, records, and data available to the Government for EVMS monitoring. With the exception of the first review and if a contractor has an approved EVMS system and is monitored on an ongoing basis by an on site Government Agency, subsequent reviews may not be required at the Government's discretion. Contractor shall show evidence of approval of their EVMS process on an annual basis. The goal of the monitoring will be to ensure that the developer's EVMS processes are being followed and that those processes comply with EIA Standard EIA- 748-A, Earned Value Management Systems, January 2002. At the conclusion of each monitoring session, the Government will assess the results of its data collection, prepare a list of items that require correction or further explanation, and go over the list with the developer. The developer will be responsible for correcting any instances where its EVMS process are not being following or when its EVMS processes are contrary to the EIA-748-A standard and ensuring that those instances are not repeated.

(End of Clause)

G-10 Earned Value Management Systems (EVMS) Integrated Baseline Reviews (IBRs)

The developer shall make themselves available for up to four (4) mutually-agreed-upon Integrated Baseline Reviews (IBRs) per contract year. The purpose of the IBRs is to assess the adequacy of the developers Performance Measurement Baseline (PMB) and facilitate the ERA Program Director's ownership of that baseline and management control of the contract. The goals of the IBR are as follows:

- a) Confirm the integrity of the PMB,
- b) Foster the use of EVM as a means of communication,
- c) Provide confidence in the validity of contractor reporting,
- d) Identify risks associated with the PMB, and
- e) Present revised PMBs to the NARA CCB for approval.

(End of Clause)

G-11 Subcontractor Reporting

The following standard form is prescribed for use in reporting small, small disadvantaged and women-owned small business subcontracting data, as specified in Part 19:

(a) *SF 294 (Rev. 10/01), Subcontracting Report for Individual Contracts.* (See 19.704(a)(10).) SF 294 is authorized for local reproduction.

The form can be found at:

<http://w3.gsa.gov/web/c/newform.nsf/d1e6bbd58f7402fb8525696c006ac591/2d0f9cf1baf4124485256b100070d8af?OpenDocument>

(End of Clause)

Section H – Special Contract Requirements

H-1 Government and NARA ERA Support Contractor's Personnel (NARA ERA PMO)

- (a) During performance of this contract, Government and NARA Electronic Records Archives (ERA) Support Contractors' personnel may be present at the contractor's facility and have other contacts with contractor personnel. Additionally, the contractor will be required to interact and cooperate with various NARA ERA Support Contractors' personnel supporting Government working groups. The Government personnel and its support contractors will interact with the contractor, review products and work in process, and provide clarifications from time to time; however, these contractor personnel will not formally approve or disapprove deliverables. Neither shall support contractors (such as the ERA Program Management Office (PMO) support or Independent Verification & Validation (IV&V) contractors) have any authority to direct the contractor. The contractor shall not construe interaction with these personnel as direction by the Government or as modifications to the contract. On the other hand, the contractor, in performing its requirements, is expected to communicate, cooperate, and grant access across the program, whether those communications, cooperation, or access be with authorized contractor support personnel or Government personnel. The CO shall be the only individual authorized to modify any terms and conditions of this contract. The contracting officer's representative(s) may direct technical effort, as required, within the scope of the contract. If the Contractor receives information from support contractor personnel that it believes will impact cost or make a change to contract terms and conditions, it must immediately notify the CO. When in doubt, the CO shall make the appropriate determinations.
- (b) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (a) above, subject to coordination with the contractor. This agreement does not relieve the contractor of its responsibility to manage its subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government (or the ERA PMO support contractor) and such subcontractors.

(End of Clause)

H-2 Standards Of Conduct

- (a) When the Contractor is onsite at a federal building, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Each employee or supervisor of the Contractor is expected to adhere to the rules associated with that federal building, and to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.
- (b) The Contractor shall be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

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- (c) Where applicable, the requirements of this clause shall be expressly incorporated into subcontract(s) and shall be applicable to all subcontractor employees who may perform services or work at the federal building and grounds of this contract.

(End of Clause)

H-3 Work on a Government Installation

In performing on-site work under this contract on a Government installation or in a Government building, the Contractor shall;

- (a) Conform to the specific safety requirements established by the contract.
- (b) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.
- (c) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.
- (d) Take such additional immediate precautions as the Contracting Officer or Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.
- (e) Conform with all required security requirements.

H-4 Key Personnel

- (a) The Contractor agrees to assign to the contract those key persons whose resumes were submitted with the Contractor's proposal as required to fill the requirements of the contract. The Contractor agrees to assign key personnel to the contract on a full time basis. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that during the first 24 months of the contract period, no key personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the CO and provide the information required by paragraph (d) below.
- (c) If key personnel, for whatever reason, become unavailable for work under this contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed key personnel substitutions shall be submitted, in writing, to the CO at least 30 days, or 90 days if a security clearance is to be obtained, in advance of the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution; a complete resume(s) for the proposed substitute(s); the hourly rates of the incumbent(s) and the proposed

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substitute(s); and any other information required by the CO to approve or disapprove the proposed substitution(s). All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

- (e) In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor shall submit to the CO for approval the information required in paragraph (d) above.
- (f) The CO shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.
- (g) If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the CO for default or for the convenience of the Government, as appropriate. Alternatively, at the CO's discretion, if the CO finds the Contractor to be at fault for the condition, the CO may equitably adjust (downward) the contract price to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.
- (h) Designated key personnel and positions (to be provided by Contractor)

<u>Name (Last, First, MI)</u>	<u>Position</u>
_____	_____
_____	_____
_____	_____

(End of Clause)

H-5 Security Requirements

Selective effort to be performed under this contract will require access to and protection of Sensitive but Unclassified (SBU)/ Top Secret/Sensitive Compartmented Information (TS/SCI) sensitive and/or other classified or sensitive information/data. The contractor shall ensure that all appropriate security and protection actions are taken (including providing cleared personnel and procedures) consistent with the security requirements.

This contract requires the contractor to have access to sensitive unclassified government automated information systems (AIS) in categories AIS-I, II and III. As a minimum contractor employees must be the subject of a completed favorable Single Scope Background Investigation (SSBI) prior to being granted access and performing in category AIS-I positions. As a

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minimum contractor personnel prior to being granted access and performing in categories AIS II and III positions must be the subject of a completed favorable National Agency Check and Inquiries (NACI).

The contractor will comply with NARA security policies and procedures when contract performance occurs at a NARA installation or NARA facility in accordance with the Visitor Group Security Agreement (see DD-254, Section J Attachment 10).

NARA anticipates that two (2) personnel cleared for TS/SCI access will be required during the base contract period (System Analysis and Design Phase). Staff required for this phase must possess current Single Scope Background Investigations at contract award. Requirements for further cleared personnel will be addressed during the System Analysis and Design Phase.

The following forms must be completed by the Offeror prior to contract award.

- Standard Form 328, Certificate Pertaining to Foreign Interests. Offerors who have either a Department of Defense or a Department of Energy Facility Clearance need not resubmit the foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned Commercial and Government Entity (CAGE) code. If uncertain, consult the office which issued this solicitation;
- DD Form 441, Department of Defense Security Agreement; and
- DD Form 441-1, Appendage to Department of Defense Security Agreement. These forms are available from the Defense Security Service at <http://www.dss.mil/seclib/forms.htm>.

The unclassified instances of ERA will be examined for compliance with OMB directives, NIST Guidelines, FIPS, and the following statutory/regulatory items:

1. OMB Circular A-130, "Management of Federal Information Resources";
2. Appendix III, "Security of Federal Automated Information Resources," updated 2000;
3. Privacy Act of 1974, Pub. L. 93-579 (and Amendments);
4. Freedom of Information Act of 1986, Public Law 99-570;
5. Information Technology Management Reform Act of 1996 (Clinger-Cohen), Public Law 104-106;
6. Government Paperwork Elimination Act of 1998, Public Law 105-277;
7. Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554;
8. Federal Information Security Management Act of 2002 (FISMA), Public Law 107-347, 44 USC Sec. 3541;
9. Census - Information as confidential, 13 USC Sec. 9(a);
10. Executive Order 12958, Classified National Security Information, and amendment Executive Order 13292;
11. Executive Order 12968, Access to Classified Information;
12. Executive Order 13011, "Federal Information Technology," 1996;

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13. Executive Order 13231, "Critical Infrastructure Protection in the Information Age," 2001;
14. National Industrial Security Program Operating Manual, DoD 5220.22M and changes;
15. NARA 202, Information Security Manual;
16. NARA 804 Security Directive; and
17. NARA IT Security Handbook.

(End of Clause)

H-6 Identification/Building Pass

Contractor personnel requiring frequent access to NARA facilities should be presented to the Contracting Officer's Representative (COR) for approval. Approved Contractor personnel shall make their personnel available for photo identification badges on a schedule to be determined by the COR. The badges will be made by the Government utilizing supplies, materials and equipment provided by the Government. Each Contractor employee shall sign the appropriate badge at the time of photographing.

- (a) To obtain an ID and building pass, at a minimum a National Agency Check and Inquiries (NACI) investigation will be conducted. The contractor will be responsible for providing the SF 85, Questionnaire for Non-sensitive Positions, the FD258, Fingerprint Card, and the OF 306, Declaration for Federal Employment to NASS on the first day the contractor will be reporting to NARA. For positions at the High Risk position sensitivity designation (such as computer administrator) NASS will work with the contractor to obtain the appropriate background investigation prior to the individual reporting for duty. For Critical Sensitive position sensitivity designations (access to national security classified information), the contractor will be responsible for obtaining the appropriate investigation prior to the contractor reporting for duty. Industry can request background investigations through the Defense Industrial Security Clearance Office (DISCO), located in Columbus, Ohio. DISCO processes, issues and maintains industrial security program facility clearances and industrial security personnel security clearances. The DISCO Customer Service number is 888-282-7682. For the next several months, industry will continue to submit clearance requests via the Electronic Personnel Security Questionnaire (EPSQ) and follow existing procedures for submitting signed releases and fingerprint cards. The EPSQ program can be downloaded from the <http://www.dss.mil> web site. Sometime in FY04, industry will transition to OPM's e-QIP software to submit clearance requests. Advance notification and appropriate instructions for use of e-QIP will be provided to ensure a smooth and orderly transition.
- (b) The Contractor is responsible for ensuring that each of his/her employees performing work at NARA sites under this contract display their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitable determination.
- (c) Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that

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- employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.
- (d) The Contractor shall notify the COR when the employee badges are lost. It shall be the responsibility of the Contractor to pay for replacement badges at the current replacement cost per badge.
 - (e) The requirements of this clause are applicable to and shall be flowed down to all subcontractors who will work at the Archives facility(ies).

(End of Clause)

H-7 Change of Contract Type

In accordance with the spirit of FAR 16.103(c), Negotiating Contract Type, NARA intends, by negotiation, to change contract type CLINs from Cost Reimbursement to Fixed Price as requirements become known. The change of contract type may be initiated by either the Government or the Contractor.

(End of Clause)

H-8 Organizational Conflict of Interest (OCI)

The primary purpose of this clause is to aid in ensuring that:

- (a) The Contractor's objectivity and judgment are not biased because of its present, or future interests, (financial, contractual, organizational, or otherwise) associated with work under this contract;
- (b) The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources;
- (c) The Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others;
- (d) The Contractor will be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract unless the Contractor is the sole source;
- (e) If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the CO, it will not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or

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otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government;

- (f) The Contractor must include this clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms “Contract,” “Task Order,” “Contractor,” and “Contracting Officer” will be appropriately modified by the Contractor to preserve the Government's rights; and
- (g) The Contractor represents that it has disclosed to the CO, prior to award, all facts relevant to the existence or potential existence of OCI as that term is used in FAR Subpart 9.5. The Contractor represents that if it discovers an OCI or potential conflict of interest after award, a prompt and full disclosure must/will be made in writing to the CO not later than two (2) days after the discovery is made. This disclosure must include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.
- (h) The Contractor will be excluded from bidding future work only if it is determined by the Government that the contractor has received an unfair competitive advantage by its knowledge gained from having access to proprietary or source selection information.

(End of Clause)

H-9 Prohibition Regarding the Release of Information

The Contractor agrees not to issue, release, circulate, publicize, publish, distribute, or disseminate in any way or fashion any information regarding this contract/program to the public or within its organization, subcontractors, consultants, and other government officials not directly working on this contract with out prior written approval by the CO.

(End of Clause)

H-10 Non-disclosure Agreements

The Contractor must ensure that all employees scheduled to perform work on this contract (including subcontractors and consultants) review, understand, and execute the Section J Attachment (5) “Non-disclosure Agreement” prior to starting NARA contracted assigned work. Original Non-disclosure Agreements must be submitted to the COR within three working days of an employee starting work.

(End of Clause)

H-11 Required Insurance

a. In accordance with the clause of this contract entitled “INSURANCE--WORK ON A GOVERNMENT INSTALLATION” (FAR 52.228-5), the Contractor shall acquire and

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maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below.

<u>TYPES OF INSURANCE</u>	<u>MINIMUM AMOUNT</u>
Workmen's Compensation and all occupational disease	\$100,000, except as provided for in FAR 28.307(a)
Employee's Liability Insurance and all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability Insurance (Comprehensive)	
Bodily Injury per occurrence	\$500,000
Property Damage per occurrence	\$100,000
Vehicle Liability Insurance (Comprehensive)	
Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$100,000

b. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(End of Clause)

H-12 Notice to Offerors Regarding Deliverable Technical Data and Computer Software, Obligations Associated Therewith and Rights Therein

1. Deliverables

Technical data and computer software to be delivered under this procurement are identified on the CDRL # 28. The List, as provided by the contractor, is incorporated as part of this contract. The Government's rights in technical data and computer software provided in your proposal are set out in this clause. In addition to the technical data and computer software set out in the CDRL # 28, the Government reserves the right to order additional technical data and computer software pursuant to the clause at FAR 52.227-16, Additional Data Requirements. That clause enables the Contracting Officer to order, within a period of three years after acceptance of all items to be delivered under the contract, any data first produced or specifically used in contract performance. Data ordered pursuant to the clause at FAR 52.227-16 will also be furnished with the degree of rights provided for in this clause, as it modifies the FAR clauses cited herein.

2. Rights in Technical Data and Computer Software

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The resulting contract will contain the clause set out at FAR 52.227-14, Rights in Data--General, with Alternate IV. This special provision, however, will have the effect of modifying that clause. Accordingly, to the extent that this provision provides for a different rights regimen than that set out in FAR 52.227-14 the terms of this clause shall govern.

To the extent that any provision of FAR 52.227-14 permits the contractor to narrow the scope of disclosure of the technical data or computer software called out in the CDRL # 28 if the data would be considered limited rights data or the computer software would be considered restricted rights computer software pursuant to the terms of FAR 52.227-14, such provision will not be applicable to this procurement. The Offeror agrees to furnish all technical data and computer software listed within CDRL # 28 with the degree of detail and disclosure to be specified by the Government. For example, submission of form, fit and function information in lieu of detailed engineering data will not be sufficient.

The contractor may assert copyright in any deliverable technical data or computer software that qualifies for copyright under 17 U.S.C. 401 et seq. The contractor grants a non-exclusive, non-transferable, copyright license to the Government to do, or have done on its behalf, anything which the copyright holder has the right to control, provided such actions are for a Government purpose. In the interest of brevity, use (to include any right or action afforded the copyright holder) by or for the Government will be termed Government Purpose Rights. For the purposes of this clause, a Government purpose does not include providing the information to any third party for the purpose of competing with the contractor in the commercial marketplace. Work performed for the Government will not be considered to be "in the commercial marketplace". The contractor agrees to provide the Government with Government Purpose Rights in all data delivered under this contract with the exception of commercial computer software.

For the purposes of this clause, commercial computer software is defined as that computer software sold to the general public in substantial quantities in the commercial open market. As to commercial computer software required to be delivered under this contract, the contractor agrees to furnish same with "Special Purpose License Rights". The term "Special Purpose License Rights" as used in this clause shall be the same as Government Purpose Rights as set out above, with the further limitation that the benefits of the copyright may only be utilized by the Government and its contractors for the performance of the ERA Program Mission (including other agencies' ERA related use) and that Program's successors. Further, nothing in this clause enables the Government or any of its contractors to utilize the benefits of the copyright in commercial computer software furnished with Special Purpose License Rights for any commercial purpose. Please note that standard commercial computer software licenses do not appear appropriate for this purchase and it will be the contractor's responsibility to secure the rights described herein for the Government.

3. Escrow Arrangements

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The contractor recognizes that the Government is balancing multiple competing interests in this procurement. First, the Government requires the ability to utilize, and have utilized, the computer software furnished hereunder, and its associated documentation, for potentially a long period of time. Second, the Government wants to reduce costs to the greatest extent practicable through the use of commercial computer software and/or modified versions of such software. Third, the Government wants to use the latest version of such commercial computer software to the extent that is practicable but does not want to abandon any given version of commercial computer software because that version is no longer supported if the newer version does not meet its needs. In order to ensure the Government will always have access to source code and associated documentation for any commercial computer software program, or modified version thereof, which is utilized in this project, the contractor agrees to provide for and maintain escrow accounts for each such software program, which account shall contain the source code and associated documentation for such programs, at all times reflecting the most current version of that source code that is being marketed to industry and the last deployed version of the source code incorporated into the ERA system and related documentation. The programs and documentation stored in these accounts will be accessible to the Government in the event that the originating organization: (1) has gone out of business, no longer maintaining or interested in maintaining, modifying or supporting the software, or (2) is unwilling to make changes as required by the Government to maintain, upgrade, or support the ERA system.

(End of Clause)

H-13 Drug- And Alcohol-Free Workforce

a. Definitions. As used in this clause --

“Employee,” “Conviction,” and “Controlled Substance” are as defined in FAR 52.223-6, Drug Free Workplace. The use of a controlled substance in accordance with the terms of a valid prescription, or other uses authorized by law shall not be subject to this clause.

“Employee in a sensitive position” means a contractor or subcontractor employee who has been granted access to classified information; a contractor or subcontractor employee who performs the duties of a security guard; a contractor or subcontractor employee who operates a motor vehicle for the purpose of providing transportation services to persons (e.g., shuttle service); a contractor or subcontractor employee who performs child care center services; a contractor or subcontractor employee in other positions that the Government, contractor or subcontractor determines could reasonably be expected to affect safety, security, national security, or functions other than the foregoing requiring a high degree of trust and confidence.

“Use, in violation of applicable law or Federal regulation, of alcohol” means having, while on duty or during a pre-employment interview, an alcohol concentration of 0.04 percent by weight or more in the blood, as measured by chemical test of the individual’s breath or blood. An

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individual's refusal to submit to such test is presumptive evidence of use, in violation of applicable law or Federal regulation, of alcohol.

b. (1) The Contractor shall institute and maintain a program for achieving a drug- and alcohol-free workforce. As a minimum, the program shall provide for pre-employment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other contractors or organizations.

(2) The Contractor's program shall test for the controlled substances use, including marijuana and cocaine.

(3) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NARA." and the split sample method of collection shall be used.

c. (1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NARA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.

(3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NARA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:

- (i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;
- (ii) Following such determination, the individual refuses to undertake such a rehabilitation program;
- (iii) Following such determination, the individual fails to complete such a rehabilitation program; or
- (iv) The individual used a controlled substance or alcohol while on duty.

d. The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, transportation, or National security functions who are in need of assistance in resolving problems with the use of alcohol or controlled substances.

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e. The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.

f. For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.

g. The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR parts 2 and 12).

(End of clause)

H-14 Permits and Licenses

In performance of work under this contract, the Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(End of Clause)

H-15 Interpretation of Contract: Notice of Ambiguities

a. This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement, and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in this contract will not be strictly construed against the drafter of the contract language but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

b. It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Government at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the statement of work, specifications and any applicable drawings or other documents incorporated by reference herein. Failure to comply

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with such obligations shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

(End of Clause)

H-16 Cooperation with Other On-Site Contractors

a. When the Government undertakes or awards other contracts for additional work at the facilities, the Contractor shall: (1) fully cooperate with the other Contractors and Government employees and (2) carefully fit its own work to such other additional contracted work as may be directed by the Contracting Officer's Representative (COR). The Contractor shall not commit or permit any act which will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

b. In any case where, in the course of fulfilling the contract requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor shall restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the other contract.

(End of Clause)

Section I – Contract Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.arnet.gov/far/>

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Governme	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for III Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activ	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Ser	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontract Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.232-13	Notice of Progress Payments (Fixed Price Only)	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data (Cost Only)	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data— (Fixed Price Only)	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data (Cost Only)	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications (Fixed Price Only)	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money (Cost Only) Used if FCCOM is not proposed; by the contractor	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement B than Pensions	OCT 1997

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52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information (COCT 1997 Pricing Data	
52.215-21	Requirements for Cost or Pricing Data or Information (COCT 1997 Pricing Data -- Modifications Alternate I (c) Submit the cost portion of the proposal via the folloOCT 1997 media: Microsoft Excel document	
52.216-7	Allowable Cost and Payment paragraph (a)(3): "30 th " (Cost Only)	DEC 2002
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-IOCT 1999 and Reporting	
52.222-2	Payment for Overtime Premiums \$0.00 (Cost Only)	JUL 1990
52.222-19	Child Labor - Cooperation with Authorities and RemedSEP 2002	
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, VeteDEC 2001 Era and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, VdDEC 2001 Vietnam Era, and Other Eligible Veterans	
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.226-1	Utilization Of Indian Organizations And Indian-OwnedJUN 2000 Enterprises	
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And CopyrighAUG 1996	
52.227-3	Patent Indemnity	APR 1984
52.227-16	Additional Data Requirements	JUN 1987
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes (Fixed Price Only)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments (Fixed Price Only)	APR 1984
52.232-8	Discounts For Prompt Payment (Fixed Price Only)	FEB 2002

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52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras (Fixed Price Only)	APR 1984
52.232-16	Progress Payments (Fixed Price Only)	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation of Cost (Cost Only)	APR 1984
52.232-22	Limitation of Funds (Cost Only)	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contract	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award (Fixed Price Only)	AUG 1996
52.233-3	Protest After Award Protest After Award, Alternate 1 (Cost Only)	AUG 1996 JUN 1985
52.242-1	Notice of Intent to Disallow Costs (Cost Only)	APR 1984
52.242-3	Penalties for Unallowable Costs (Cost Only)	MAY 2001
52.242-4	Certification of Final Indirect Costs (Cost Only)	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes-Fixed Price (Fixed Price Only)	AUG 1987
52.243-2	Changes-Cost Reimbursement (Cost Only)	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes (b) 15; (d) 7	APR 1984
52.244-2	Subcontracts, Alternate II	AUG 1998
52.244-5	Competition In Subcontracting (Cost Only)	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-2	Government Property (Fixed-Price Contracts) (Fixed Price Only)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement, Time-And Hour Contracts) (Cost Only)	JUN 2003
52.245-9	Use and Charges	APR 1984
52.245-14	Use of Government Facilities	APR 1984
52.245-19	Government Property Furnished "As Is"	APR 1984

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52.246-23	Limitation Of Liability	FEB 1997
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003
52.247-67	Submission of Commercial Transportation Bills to the Administration for Audit	JUN 1997
52.249-2	Termination For Convenience Of The Government (Fixed Price Only)	SEP 1996
52.249-6	Termination (Cost-Reimbursement) (Cost Only)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service) (Fixed Price Only)	APR 1984
52.249-14	Excusable Delays (Cost Only)	APR 1984
52.251-1	Government Supply Sources (Fixed Price Only)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

CLAUSES INCORPORATED BY FULL TEXT**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

- (a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (SBA).
- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- i. Offers from HUBZone small business concerns that have not waived the evaluation preference;
- ii. Otherwise successful offers from small business concerns;
- iii. Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of FAR); and
- iv. Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding (MOU) or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an Offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the Offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-23 - Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003), Alternate I (JUN 2003)

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

"Small disadvantaged business concern" means an Offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- i. No material change in disadvantaged ownership and control has occurred since its certification;
 - ii. 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
 - iii. 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).
- (2) 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. In this case, in order to receive the benefit of a price evaluation adjustment, an Offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Evaluation adjustment.*

(1) The Contracting Officer (CO) will evaluate offers by adding a factor of five (5) percent to the price of all offers, except-

- i. Offers from small disadvantaged business concerns that have not waived the adjustment;
- ii. An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the FAR);
- iii. An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- iv. For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- v. For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The CO will apply the factor to a line item or a group of line items on which award may be made. The CO will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

___ Offeror elects to waive the adjustment.

(d) *Agreements.*

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- i. Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- ii. Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
- iii. General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- iv. Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

52.225-1 BUY AMERICAN ACT-SUPPLIES (JUN 2003)

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

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

- (1) An unmanufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

- (b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.227-3-- Patent Indemnity (Apr 1984)

Alternate II is hereby included by reference and the following Paragraph (c) is added and is hereby incorporated into FAR 52.227-3

“(c) This patent indemnification shall be applicable to any patent claims or suits against the Government arising out of any activity occurring pursuant to this contract regarding the making, use, or sale of any item, or materials; or the practicing of any processes; which, in either case, have been sold or offered for sale by the contractor or its subcontractors hereunder to the public, in the commercial open market, and to such items, materials, or processes with relatively minor modifications thereto.”

(End of clause)

52.227-14-- Rights in Data – General (Jun 1987), ALT IV (Jun 1987)

- (a) *Definitions.* "Computer software," as used in this clause, means computer programs, computer databases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and

attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --

- i. Data first produced in the performance of this contract;
- ii. Form, fit, and function data delivered under this contract;
- iii. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- iv. All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

- i. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- ii. Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- iii. Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- iv. Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright --*

- (1) *Data first produced in the performance of this contract.* Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.
 - (2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.
 - (3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.
- (d) *Release, publication and use of data.*

- (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.
 - i. The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - ii. If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - iii. If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at

any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

- (2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
 - (3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.
 - (4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) *Omitted or incorrect markings.*
- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor--
 - i. Identifies the data to which the omitted notice is to be applied;
 - ii. Demonstrates that the omission of the notice was inadvertent;
 - iii. Establishes that the use of the proposed notice is authorized; and
 - iv. Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.
 - (2) The Contracting Officer may also:
 - i. Permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized; or
 - ii. Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer database for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) -- (3) [Reserved]

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

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

(End of Clause)

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment -- Major Systems (Jan 1997)

(a) *Scope of clause.* This clause shall apply to all technical data (as defined in the Rights in Data -- General clause included in this contract) that have been specified in this contract as being subject to this clause. It shall apply to all such data delivered, or required to be delivered, at any time during contract performance or within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth herein. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) *Technical data declaration.*

(1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

Technical Data Declaration (Jan 1997)

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract No.

_____ (and subcontract _____, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of declaration)

(2) The Government shall rely on the declarations set out in paragraph (b)(1) of this clause in accepting delivery of the technical data, and in consideration thereof may, at any time during the period covered by this clause, request correction of any deficiencies which are not in compliance with contract requirements. Such corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data -- General clause included in this contract.

(c) *Technical data revision.* The Contractor also agrees, at the request of the Contracting Officer, to revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) *Withholding of payment.*

(1) At any time before final payment under this contract the Contracting Officer may, in the Government's interest, withhold payment to the Contractor of 10% of the total contract price or amount unless a lesser withholding is specified in the contract if in the Contracting Officer's opinion respecting any technical data that are subject to this clause, the Contractor fails to --

- (i) Make timely delivery of such technical data as required by this contract;
- (ii) Provide the declaration required by paragraph (b)(1) of this clause;
- (iii) Make the corrections required by subparagraph (b)(2) of this clause; or
- (iv) Make revisions requested under paragraph (c) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has delivered the data and/or has made the required corrections or revisions. Withholding shall not be made if the failure to make timely delivery, and/or the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The Contracting Officer may decrease or increase the sums withheld up to the sums authorized in subparagraph (d)(1) of this clause. The withholding of any amount under this paragraph, or the subsequent payment thereof, shall not be construed as a waiver of any Government rights.

(End of Clause)

52.239-1 Privacy or Security Safeguards (Aug 1996)

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 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 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 DoD, the Coast Guard, or the NASA, the greater of the simplified acquisition threshold or five (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 NASA, either the simplified acquisition threshold or five (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:

- (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) 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.
- (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--

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit Value Engineering Change Proposals (VECPs) voluntarily. The Contractor shall share in any net acquisition

savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
 - (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
 - (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price re-determination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value Engineering Change Proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change--
 - i. In deliverable end item quantities only;

- ii. In Research and Development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - iii. To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs c(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
 - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECPs to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

- (e) Government action.

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within forty-five (45) calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the forty-five (45) day period and provide the reason for the delay and the expected date of the decision. The Government will process VECPs expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	N/A	N/A	N/A	N/A
Incentive (fixed-price or cost) (other than award fee)	N/A	N/A	N/A	N/A

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Contract Clauses

Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	When incentivized, will be done under the Award Fee Program	When incentivized, will be done under the Award Fee Program	When incentivized, will be done under the Award Fee Program	When incentivized, will be done under the Award Fee Program
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(g) Calculating net acquisition savings.

- (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
- (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

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Contract Clauses

- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
 - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - i. Fixed-price contracts--add to contract price.
 - ii. Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
 - (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--
 - i Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and
 - ii Multiplying the result by the Contractor's sharing rate.
 - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--
 - i Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period,
 - ii Subtracting any Government costs or negative instant contract savings not yet offset, and
 - iii Multiplying the result by the Contractor's sharing rate.
 - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
 - (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the FAR, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

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Contract Clauses

- i The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - ii The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided* that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a VECP submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as

limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECF and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the FAR.)

(End of clause)

**Section J – List of Documents, Exhibits, and
Other Attachments**

List of Attachments

1. Statement of Objectives (SOO)
2. ERA Requirements Document (RD)
3. Down-select Criteria
4. Contract Data Requirements List
5. Non-Disclosure Agreement
6. Past Performance Questionnaire
7. List of Acronyms
8. Award Fee Template
9. NARA's Contractor Interface Methodology
10. DD-254 Form
11. Program Work Breakdown Structure (PWBS)
12. List of Government Furnished Information (GFI)
13. Cost Element Structure Data Dictionary
14. CDRL Data Item Descriptions and Guidelines

Attachment 1 to Section J

Statement of Objectives (SOO)

ERA System Development Statement of Objectives

1.0 Purpose of the Statement of Objectives (SOO)

This Statement of Objectives (SOO) describes the contract, technical, management, and NARA business objectives of the Electronic Records Archives (ERA) acquisition. The SOO also describes the National Archives and Records Administration's (NARA's) context, constraints, and dependencies for the ERA acquisition.

This SOO takes precedence over all other Request for Proposal (RFP) ERA system descriptive documentation.

2.0 Introduction/Overview

NARA ensures, for the citizen and the public servant, the President and the Congress and the Courts, ready access to essential evidence that documents the rights of citizens, the actions of federal officials, and the national experience. NARA is a public trust that plays a key role in fostering effective and responsible government through management of the lifecycle of records in all three (3) branches of the federal government and through sustained access to historically valuable records in the National Archives and the Presidential Libraries. These records enable people to inspect for themselves what the government has done, allow officials and agencies to review their actions, and help citizens to hold them accountable.

Increasingly, these records are created and maintained in electronic formats. To continue to fulfill its mission, NARA needs to respond effectively to the challenge posed by the diversity, complexity, and enormous volume of electronic records being created today and the rapidly changing nature of the systems that are used to create them. ERA will be a comprehensive, systematic, and dynamic means for preserving virtually any kind of electronic record, free from dependence on any specific hardware or software. ERA will manage lifecycle activities for all records.

There is no single commercial solution available today that meets the full end-to-end requirements for ERA. This SOO describes ERA's objectives and the way NARA must capture, preserve, and provide access to electronic records. The future of NARA's mission depends on the successful development and implementation of ERA.

The ERA Program

The Archivist of the United States established the ERA Program to address critical issues in the creation, management, and use of electronic records. As a program, ERA comprises the policies, procedures, practices, and the necessary technology that will enable NARA to build the ERA System to receive, preserve, and provide access to electronic records and improve the productivity of NARA business processes.

ERA will be the catalyst for fundamental changes in retention, control, transmission, and access to electronic records and will provide management of records lifecycle activities. NARA will develop tools, processes, policies, and standards by which it can preserve and make available increasingly complex electronic records.

Some internal NARA systems as well as systems external to NARA will have to interface with ERA. A description of the kinds of interfaces required is provided in the *ERA Requirements Document (RD)* in Section J-2.

NARA intends the ERA architecture and design to be evolvable, scalable, extensible, and usable over time in order to effectively insulate records against hardware or software dependence and support system maintainability. ERA's evolvability will be achieved by accommodating technology insertion seamlessly over time using standard Application Program Interfaces (APIs) and industry accepted interfaces. ERA will be scalable by adding hardware when required. This hardware infusion will result in horizontal scaling (i.e., along the lines of a flattened architecture). ERA must capitalize on the most efficient and cost-effective hardware at a given point in time when fielding a system, while at the same time anticipating the cost/performance curve for technology insertion. ERA will be deemed extensible by the ease with which new record types, data types, and services on these various types can be added to the system without redesign or extensive software engineering. ERA will be determined to be usable by the extent to which the system's performance and user interface satisfy its users. NARA intends to create an ERA solution that minimizes operation and support costs throughout the life of the system, while achieving long-term supportability.

4.0 Acquisition Strategy

The contract period of performance, including all options, will be eight (8) years. The approach of this acquisition is to select one (1) or two (2) contractors for the initial System Analysis and Design phase. At the completion of this phase, NARA will conduct a down-select activity to select one (1) contractor for subsequent development, deployment, and operation and support of ERA's increments. The down-select criteria for selection are provided in Section J-3 of this RFP. Each of the increments will be offered as options. The initial option period (Increment 1) will be for two (2) years, and the options for the remaining increments will be for one (1) year each. Operations and Support (O&S) of the system will be offered as options as well. The final option period will be for one (1) year and only for O&S of the system as delivered at the end of the fifth increment.

An Award Fee Plan will be used to incentivize the performance of the ERA development contractor for the period from Increment 1 through 5, and operation and support. This plan will be negotiated with the winner at down-select prior to exercising Option 1.

NARA is seeking an ERA system, based on the *ERA RD*, that balances the use of Commercial-Off-The-Shelf (COTS) and new software development to achieve the most reliable, cost effective, and maintainable system for the government.

NARA desires a collaborative working relationship with the development contractor that integrates with the processes, procedures, and tools used by the ERA Program Management Office (PMO) in the areas of program management, risk management, security, requirements management, quality management, configuration management, and test and evaluation.

NARA desires a contractor that has achieved at least Software Capability Maturity Model (SW-CMM) or Capability Maturity Model Integrated (CMMI) Level 3 maturity and will perform at this level. To show this level of maturity relative to the SW-CMM, the Contractor must have been independently appraised or evaluated at Level 3 or higher of the SW-CMM during the past 18 months for the operating unit performing the work for this contract. This may be either a Software Engineering Institute (SEI) Software Capability Evaluation (SCE) or CMM Based Appraisal for Internal Process Improvement (CBA-IPI). For the CMMI, the Offeror must have received an independent Standard CMMI Appraisal Method for Process Improvement (SCAMPI) appraisal at Level 3 or higher (staged representation) for any of the version 1.1 models.

5.0 Program Phases & Increments

The ERA program will consist of a base contract (System Analysis and Design phase), and five (5) optional increments and associated optional operations and support.

5.1 System Analysis and Design Phase

During system analysis, the high level requirements contained in the *ERA RD*, provided in Section J-2, will be decomposed into detailed system requirements. The detailed system requirements will be allocated to individual system elements (e.g., hardware, software, and operations) as well as to the increments. The output of this activity will be a System Requirements Specification (SyRS) and System Requirements Review (SRR).

Using the SyRS, each contractor will identify and organize the functions to be performed by the system, allocate these functions to subsystems, and define the flows of information and the interfaces between the subsystems and components. Each of the major Configuration Items (CIs) in the system will be identified and defined during the system design phase. Each CI will be described in terms of what its functionality is within the system. The output of this activity will be a System Architecture and Design Document (SADD), which will be presented at a System Design Review (SDR). Each contractor will develop a prototype of functionality for disposition/scheduling and template management.

5.2 ERA Increments

NARA is seeking an incremental ERA solution where each of ERA's five (5) increments meets the performance objectives for that increment, as laid out in **Section 6.0, Program Performance Objectives**, below. The completion of Increment 1 will provide an ERA Initial Operational Capability (IOC). At a minimum, Increment 1 of ERA will include end-to-end workflow functionality of core records lifecycle management functions of NARA. It will also provide for the capability to ingest and store electronic records in the format in which they are

received. The completion of Increment 5 will provide an ERA Full Operational Capability (FOC). O&S of the system will be provided after deployment of each increment.

NARA requires delivery of a number of major, fully baselined ERA system releases during the increments, which will be formally tested and accepted by the Government. For Increment 1 a minimum of three (3) releases are required. The Government desires early implementation of useful system functional capability. Release 1 of Increment 1 will be an instance of the system which is suitable for technological testing, and will have an associated ERA prototype of limited functionality, suitable for end user exposure. For Increments 2 – 5, a minimum of two (2) releases are required per increment. However, if appropriate, the contractor may develop and deliver additional releases. Increments will overlap to allow the analysis and design activities for the next increment to begin while the testing of the final release of the current increment is underway.

6.0 Program Performance Objectives

The objectives of the ERA program are as follows.

The high level objective is to demonstrate government acceptance in the operational environment in accordance with the following schedule.

- IOC no later than three (3) years after contract award
- FOC no later than seven (7) years after contract award

The following table shows the performance objectives for the ERA system. These objectives are related to the Federal Enterprise Architecture's Performance Reference Model. The measurement indicators are further related to NARA's Strategic Plan and its long range performance targets. For each measurement indicator a baseline for the indicator (the expected value for that indicator in 2006) is provided along with target performance objectives for the subsequent years (2007 - 2012) during which the ERA System will be incrementally deployed. These performance objectives express the results that NARA expects to achieve through the FOC deployment of the ERA system.

Amendment 0001

Statement of Objectives (SOO)

ERA #	Measurement Area	Measurement Category	Measurement Indicator	Estimated Baseline	2007	2008	2009	2010	2011	2012
1	Mission and Business Results	General Government	Percentage of scheduled archival electronic records accessioned by NARA at the scheduled time [NARA Strategic Long-Range Performance Target 2.2]	40%	60%	80%	85%	88%	92%	95%
2	Mission and Business Results	General Government	Percentage of archival electronic holdings managed at the planned Preservation and Access Level [NARA Strategic Long-Range Performance Target 2.3]	40%	60%	80%	85%	88%	92%	95%
3	Customer Results	Customer Benefit	Percentage of Federal Agencies satisfied with NARA scheduling and appraisal services [NARA Strategic Long-Range Performance Target 1.3]	50%	60%	95%	95%	95%	95%	95%
4	Customer Results	Customer Benefit	Percentage of customers satisfied with ERA services [Related to NARA Strategic Long-Range Performance Target 2.3]	Not applicable	55%	75%	80%	85%	90%	95%
5	Customer Results	Service Accessibility	Percentage of electronic records open and available online [Related to NARA Strategic Long-Range Performance Target 2.3]	5%	10%	15%	25%	40%	60%	85%

Amendment 0001

Statement of Objectives (SOO)

ERA #	Measurement Area	Measurement Category	Measurement Indicator	Estimated Baseline	2007	2008	2009	2010	2011	2012
6	Customer Results	Service Accessibility	Median time to complete review and redaction of access restricted electronic records [Related to NARA Strategic Long-Range Performance Goals 3.4, 3.5, 3.6]	Establish baseline	25 days	15 days	13 days	11 days	9 days	7 days
7	Customer Results	Service Accessibility	Percentage of holdings for which descriptive information is available [NARA Strategic Long-Range Performance Target 3.3]	60%	70%	80%	85%	88%	92%	95%
8	Customer Results	Service Accessibility	Percentage of electronic records holdings available online [Related to NARA Strategic Long-Range Performance Target 3.6]	0%	5%	10%	20%	35%	55%	80%
9	Processes and Activities	Productivity and Efficiency	Percentage of records schedule items submitted and approved electronically [NARA Strategic Long-Range Performance Target 1.3]	0%	20%	30%	50%	75%	85%	95%
10	Processes and Activities	Cycle Time and Resource Time	Median time from the transfer of archival electronic records to NARA until they are available for access [NARA Strategic Long-Range Performance Target 2.4]	110 days	75 days	35 days	30 days	25 days	20 days	15 days

Amendment 0001

Statement of Objectives (SOO)

ERA #	Measurement Area	Measurement Category	Measurement Indicator	Estimated Baseline	2007	2008	2009	2010	2011	2012
11	Technology	Reliability and Availability	Number of customers using ERA services [Related to NARA Strategic Long-Range Performance Target 2.3]	650,000	800,000	1,200,000	1,500,000	1,875,000	2,343,750	2,929,688
12	Technology	Information and Data	Percentage of archival electronic records preserved in a persistent format [Related to NARA Strategic Long-Range Performance Target 2.3]	80% ⁽¹⁾	5%	10%	15%	20%	25%	30%
13	Technology	Financial	Total archival electronic records management costs per gigabyte [NARA Strategic Long-Range Performance Target 2.5]	\$14.34	Decrease by 10%	Decrease by 10%	Decrease by 5%	Decrease by 5%	Decrease by 5%	Decrease by 5%
14	Technology	Reliability and Availability	Electronic Records Recall Percentage [Related to NARA Strategic Long-Range Performance Target 3.1]	40%	Increase by 5%	Increase by 5%	Increase by 5%	Increase by 5%	Increase by 5%	Increase by 5%

⁽¹⁾ Represents 80% of a very small volume. In 2007, a large initial volume is expected which will dramatically reduce the percentage of persistently formatted records.

7.0 Deployment Approach

The ERA system requires design and deployment approaches that support its unique nature and mission goals. The Government will maintain ownership and control of at least one (1) copy of its electronic holdings at all classification levels and will own all hardware, software, and equipment for the core system containing that copy. The core system must reside at sites that are owned or controlled by the Government. The design and deployment of ERA must allow for contracting out of record processing and access support to third parties, including a provision for value added services on record holdings by industry and academia. Technically, the system design must avoid single point/site of failure situations, must provide for graceful performance degradation of the system when failures occur, and support continuity of system operations in face of remedial maintenance, preventative maintenance, and planned upgrades/changes.

Highlights of the ERA deployment strategy include:

- (a) Subject to security constraints, NARA will accommodate the use of outsourcing of processing and hosting services while retaining NARA's stewardship of the records entrusted to it;
- (b) The ERA system will be built up from components that provide ERA services;
- (c) The ERA core system is a group of instances that reliably preserve and service a full copy of all records for which NARA is responsible. The core system includes any classified instances that may be required;
- (d) An active safe store approach will manage backup copies of records. In this approach, individual ERA sites act as the safe store for other ERA sites;
- (e) The designated installation sites will be controlled, but not necessarily owned, by the Government; and
- (f) NARA may, subject to the limitations of the Government's software and data rights, make the core system software and specifications available to industry, academia, and other government agencies.

Attachment 2 to Section J

ERA Requirements Document (RD)

(See Separate Attachment)

Attachment 3 to Section J

Down-select Criteria for the System Analysis and Design Phase

Down-select Criteria for the Award of Option 1

1.0 Factors and Subfactors for Award

This will be a best value award that considers all contract increments/options. Contractors will be evaluated based on the evaluation factors below. Factor 1, Technical, is significantly more important than Factor 2, Management. The Technical and Management Factors, when combined, are significantly more important than Factor 3, Cost/Price.

Factor 1	Technical
Factor 2	Management
Factor 3	Cost/Price

1.1 Factor 1, Technical

Within Factor 1 there are two (2) subfactors. The Technical Solution subfactor is significantly more important than the System and Software Engineering Methodology subfactor.

- Subfactor 1 Technical Solution
- Subfactor 2 System and Software Engineering Methodology

1.1.1 Subfactor 1, Technical Solution

Among the areas to be considered in the evaluation of Technical Solution, the Contractor's ERA System Requirements Specification (SyRS) and System Architecture and Design (SADD) Documents will be reviewed to determine if they demonstrate a clear understanding of the problem, and offer a flexible and comprehensive solution for addressing ERA objectives and requirements. Other related deliverables provided will also be considered for their technical contribution to the proposed design. Delivered plans and other documents will be reviewed for quality and their utility in providing a framework or processes for management of Contractor activities. The Contractor's Disposition/Scheduling Prototype will be reviewed for depth of knowledge and quality of the user interface approach for these system functions. Probable Life Cycle Cost (LCC) of ownership will be considered in evaluation of Offeror's technical solution.

1.1.2 Subfactor 2, System and Software Engineering Methodology

Among the areas to be considered in the evaluation of System and Software Engineering methodology, the Government will consider the Contractor's system and software engineering methodology, plans, and processes, as implemented on the ERA contract, for soundness and comprehensiveness and for how effectively they have been performed under the base contract. If conducted, the Government will consider the results of the SCE or SCAMPI appraisal conducted during the System Analysis and Design Phase to determine the extent to which the contractor's corporate SW-CMM/CMMI processes and procedures have been institutionalized on the ERA project.

1.2 Factor 2, Management

Among the areas to be considered in the evaluation of the Management Factor, the Government will consider whether the Contractor provided and retained its proposed integrated key management team, and whether its management team effectively managed and controlled ERA analysis and design activities. The Government will also consider how well the Contractor's management team established and maintained positive relationships with the ERA PMO; how well it provided visibility and ready access to information by project management and the Government; how well it facilitated problem identification, mitigation and resolution; how well it facilitated management of program risks; and how well it managed and controlled its subcontractors.

The Government will consider the extent to which the Contractor's Management Plan was followed. The Contractor's program performance metrics reporting, including earned value, will be reviewed to determine how effectively and efficiently they measured program performance.

The Offeror's revised Award Fee Plan will be reviewed to determine if it is aligned with ERA performance objectives and performance standards and will effectively motivate the Contractor.

1.3 Factor 3, Cost/Price

All Contract Line Item Numbers, CLINs 0101 through 0601, will have been re-priced, per the requirements of CDRL # 16 by the Contractor during performance of the basic contract period (System Analysis and Design Phase). A cost realism analysis will be performed on the cost reimbursement portion to determine the most probable cost of all the optional CLINs. The total evaluated price will be the sum of the most probable cost and the contractors' proposed award fee.

Note: The Government reserves the right to require the contractors to propose portions of their follow-on effort on a Fixed Price basis.

Attachment 4 to Section J

Contract Data Requirements List

Amendment 0001

Contract Data Requirements List (CDRL)

ID #	CLIN	Title	Frequency	Comments
1	0001	System Requirements Specification (SyRS)	One (1) Time, NLT six (6) months from contract award	Must include traceability matrix to ERA RD. In Contractor format. Also must separately include electronic delivery of system requirements in Rational Requisite Pro database format
2	0001	System Requirements Review (SRR)	One (1) time, not later than 30 days following #1, System Requirements Specification	Presentation and other supporting materials used in the review
3	0001	System Architecture and Design Document (SADD)	One (1) Time, NLT eight (8) months from contract award	Must include traceability matrix to SyRS. In contractor format.
4	0001	System Design Review (SDR)	One (1) Time, not later than 30 days following #3, System Architecture and Design Document.	Presentation and other supporting materials used in the review
5	0001	Facilities Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format
6	0001	Updated Award Fee Plan	One (1) Time, NLT nine (9) months from contract award	Proposed Award Fee Plan for first six (6) months of Increment 1. Updated from Award Fee Plan submitted in response to this solicitation.
7	0001	Operations and Support Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format
8	0001	Configuration Management Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format

Amendment 0001

Contract Data Requirements List (CDRL)

ID #	CLIN	Title	Frequency	Comments
9	0001	Risk Management Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format
10	0001	Quality Management Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format
11	0001	Security Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format. In accordance with NIST 800-18, Guide for Developing Security Plans for Information Technology Systems. Must include appropriate Certification and Accreditation documentation IAW NIST SP 800-37. Must also address security to the TS/SCI level in accordance with Director of Central Intelligence Directive (DCID) 6/3, Protecting Sensitive Compartmented Information within Information Systems.
12	0001	Certification and Accreditation (C&A) Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format. In accordance with DoD Information Technology Security Certification and Accreditation Process (DITSCAP).
13	0001	Continuity of Operations Plan	One (1) Time, NLT nine (9) months from contract award	In contractor format
14	0001	Updated DD-254	One (1) Time, NLT nine (9) months from contract award	Updated form and attachment, per Defense Security Service guidance..

Amendment 0001

Contract Data Requirements List (CDRL)

ID #	CLIN	Title	Frequency	Comments
15	0001	Disposition/Scheduling and Template Management Prototype and Demonstration	One (1) Time, NLT ten (10) months from contract award	In contractor format. Includes presentation and other supporting materials used in the demonstration; also includes the prototype code, technical documentation, and configuration; and any associated operations, user, or other manuals.
16	0001	Updated Cost/Price	One (1) Time, NLT nine (9) months from contract award	Updated from Cost/Price submitted in response to this solicitation. Includes all remaining CLINs (01xx – 06xx).
17	xxxx (Applies to all CLINs)	Monthly Status Review	Monthly, beginning one (1) month following contract award to be conducted on eighteenth (18th) business day	In contractor format. Must include at a minimum briefing charts and minutes, including action items from the review.
18	xxxx	Monthly Status Report	Monthly, beginning one (1) month following contract award to be delivered on thirteenth (13th) business day	In contractor format. Must include at a minimum: activities for prior month, including deliverables; monthly burn rate per CLIN; reasons, impacts, corrective actions for delays; summary of requirements changes; performance against proposed Key Performance Parameters; risks, open issues and action items; and future special resource needs.

ID #	CLIN	Title	Frequency	Comments
19	xxxx	Contract Work Breakdown Structure (CWBS)	Monthly, beginning one (1) month following contract award. To be delivered on thirteenth (13th) business day following the close of the developer's fiscal month.	In accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Contractor Work Breakdown Structure (CWBS) Data Item Description.
20	xxxx	Integrated Plan (IP)	One (1) month after exercise of any subsequent option of the contract.	In contractor format.
21	xxxx	Integrated Schedule (IS)	Twice monthly, beginning 1 (one) month following contract award. To be delivered on third (3rd) and thirteenth (13th) business days following the close of the developer's fiscal month.	In accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Integrated Schedule (IS) Data Item Description.
22	xxxx	Cost Performance Report (CPR)	Monthly, beginning one (1) month following contract award. To be delivered on thirteenth (13th) business day following the close of the developer's fiscal month.	In accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Cost Performance Report (CPR) Data Item Description.

ID #	CLIN	Title	Frequency	Comments
23	xxxx	Contract Funds Status Report (CFSR)	Monthly, beginning one (1) month following contract award. To be delivered on thirteenth (13th) business day following the close of the developer's fiscal month.	In accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Contract Funds Status Report (CFSR) Data Item Description.
24	xxxx	Performance Work Statement (PWS)	With every submission of the Integrated Plan	In contractor format.
25	xxxx	Contract Data Requirements List (CDRL)	With every submission of the Integrated Plan	In contractor format.
26	xxxx	Earned Value Management Data	Monthly, beginning one (1) month following contract award. To be delivered on thirteenth (13th) business day following the close of the developer's fiscal month.	In accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Earned Value Management Data (EVM) Guidelines
27	0001	Revised LCC	9 (nine) months after contract award	In accordance with Section J, Attachment 13, Cost Element Structure Data Dictionary; and Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Life Cycle Cost (LCC) Data Item Description

ID #	CLIN	Title	Frequency	Comments
28	xxxx	Deliverable Technical Data and Computer Software (see Clause H-12)	Submit completed form with Proposal. Submit subsequent completed forms on a monthly basis, beginning three (3) months following contract award. To be delivered on thirteenth (13th) business day following the close of the developer's fiscal month.	In contractor format. Must include at a minimum the manufacturer name, name of product, version number, type/computer software configuration item and other items as requested by the government.

Attachment 5 to Section J

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

I, _____, acknowledge that confidential and proprietary information may be generated or made available during the course of performance of Contract _____, with the National Archives and Records Administration (NARA). I agree not to disclose outside of my organization, any such information, regardless of medium, received or generated under this contract, unless the NARA Contracting Officer has given prior written approval to release the specific information or the information is otherwise in the public domain before the date of release.

It is understood that, under this contract, certain proprietary and/or confidential information may be exchanged which shall be protected as described in this agreement. This agreement extends to information that NARA has received under non-disclosure agreements from other entities or organizations.

Proprietary or confidential information is defined as written information received from another party that is marked or identified as proprietary or confidential or is verbally identified as proprietary or confidential at the time it was received or generated.

ACCEPTED:

Signature

Name (Typed or Printed)

Title

Date

Attachment 6 to Section J
Past Performance Questionnaire

Past Performance Questionnaire

Past performance of the Offeror's participating divisions and proposed subcontractors will all be considered. Experience of the Offeror as a subcontractor on similar efforts, commercial work, and Independent Research and Development (IR&D) are also relevant. Provide the information requested below for each contract/program being described. Provide frank, concise comments regarding Offeror's performance on the contracts identified. Provide a separate completed form for each contract/program submitted. For classified contracts, Offers must submit unclassified information about those contracts. Contact points for classified contracts must be able to discuss Offeror's performance at an unclassified level.

The Offeror is required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. The Offeror should clearly describe management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. Categorize the relevance information into the specific Technical and Management subfactors used to evaluate the proposal.

In conducting the past performance assessment, the Government may use data obtained from other sources as well as data provided in the Offeror's proposal. The information presented in the Offeror's proposal, together with information from any other sources available to the Government will provide the input for evaluation of Offeror's past performance.

A. Offeror/Contract Identification Information

Offeror Name (Company/Division): _____

Offeror Location: _____

CAGE Code: _____

DUNS Number: _____

NOTES: If the company or division or location performing this effort is different than the Offeror or the relevance of this effort to the instant acquisition is impacted by any company/corporate organizational change, note those changes. Refer to the "Organizational Structure Change History" provided as part of the Past Performance Volume in response to instructions in Section L-5.3.

If two (2) or more of Offeror's contracts have been consolidated into a single contract, Offeror should only reference the consolidated contract. However, information identifying the predecessor contracts should be provided. Offeror

should treat experience on the predecessor contracts as being applicable to the consolidated contract.

If Offeror has participated in a phased procurement in which separate contracts were let for each phase, Offeror should only reference the contract for the most recent phase. However, information identifying the predecessor phases should be provided. Offeror should treat experience on the earlier phases as being applicable to the referenced contract.

B. Program Title:

C. Contract Specifics:

1. Contracting Agency or Customer:

2. Contract Number:

3. Program Name:

4. Contract Type:

5. Period of Performance:

6. Original Contract \$ Value:

(Do not include unexercised options)

7. Current Contract \$ Value:

(Do not include unexercised options)

If amounts for 6 and 7 above are different, provide a brief description of the reason.

D. Brief Description of Effort:

Please highlight portions considered most relevant to this acquisition. Address any technical (or other) area about this contract/program considered unique and which has particular value or relevance to this acquisition.

Prime or Subcontractor?

If Prime, percent of original contract \$ subcontracted.

If Subcontractor, provide original percentage of total contract value \$.

E. Completion Date:

Original date: _____

Current Schedule: _____

Estimate at Completion: _____

How Many Times Changed: _____

Primary Causes of Change: _____

F. Primary Customer Points of Contact:

For Government contracts, provide current information on all three (3) individuals. For commercial contracts, provide points of contact fulfilling these same roles.

Program Manager/Director

Name: _____

Office: _____

Address: _____

Telephone: _____

Email: _____

Contracting Officer

Name: _____

Office: _____

Address: _____

Telephone: _____

Email: _____

Administrative Contracting Officer**Name:** _____**Office:** _____**Address:** _____

Telephone: _____**Email:** _____**G. Relevance of Experience:**

For each of the applicable subfactors under the Technical and Management factors in Section M, illustrate how Offeror's experience on this program applies to that subfactor.

H. Problem Resolution:

Discuss efforts accomplished by the Offeror to resolve problems encountered on this contract/program as well as efforts to identify and manage program risk.

I. Small Business Utilization:

Include relevant information concerning Offeror's compliance with FAR 52.219-8, Utilization of Small Business Concerns, on the contract. Identify whether a subcontracting plan was required by the contract. If one was required, identify, in percentage terms, the planned versus achieved goals during contract performance. If goals were not met, please explain.

J Claims filed:

Identify any claims filed by Offeror relative to negative past performance ratings by Government agencies.

Attachment 7 to Section J

List of Acronyms

Acronym	Definition
ACO	Administrative Contracting Officer
ACWP	Actual Cost of Work Performed
AFDR	Award Fee Determination Report
AIS	Automated Information Systems
ANSI	American National Standards Institute
API	Application Program Interface
AT	Acceptance Testing
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
BPR	Business Process Reengineering
C&A	Certification and Accreditation
CAGE	Commercial and Government Entity
CAS	Cost Accounting Standards
CBA-IPI	CMM Based Appraisal for Internal Process Improvement
CCB	Configuration Control Board
CCP	Contractor Coordination Plan
CDR	Critical Design Review
CDRL	Contract Data Requirements List
CE	Cost Element
CEDD	Cost Element Structure Data Dictionary
CFR	Code of Federal Regulations
CFSR	Contract Funds Status Report
CI	Configuration Item
CLIN	Contract Line Item Number
CM	Configuration Management
CMM	Capability Maturity Model
CMMI	Capability Maturity Model Integrated
CMP	Configuration Management Plan
CO	Contracting Officer
COCOMO	Construction Cost Model
COMPUSEC	Computer Security
COMSEC	Communication Security
COR	Contracting Officer's Representative
COTS	Commercial-Off-The-Shelf
CPAF	Cost Plus Award Fee
CPI	Cost Performance Index
CPR	Cost Performance Report
CWBS	Contract Work Breakdown Structure
DAA	Designated Approval Authority
DCAA	Defense Contract Audit Agency
DCID	Director of Central Intelligence Directive
DDC	ERA Design and Deployment Concepts Paper

Acronym	Definition
DID	Data Item Description
DISCO	Defense Industrial Security Clearance Office
DITSCAP	DoD Information Technology Security Certification and Accreditation Program
DoD	Department of Defense
DODSI	DoD Security Institute
DoDSSP	Department of Defense Single Stock Point
DUNS	Data Universal Numbering System
EA	Enterprise Architecture
EAC	Estimate at Completion
EFT	Electronic File Transfer
EIA	Electronic Industries Alliance
ELC	ERA Life Cycle
EMSEC	Emission Security
EPSQ	Electronic Personnel Security Questionnaire
ERA	Electronic Records Archives
ERB	Engineering Review Board
ETC	Estimate to Complete
EVM	Earned Value Management
EVMS	Earned Value Management System
FAM	Functional Area Mission
FAR	Federal Acquisition Regulation
FCA	Functional Configuration Audit
FISMA	Federal Information Security Management Act of 2002
FOB	Free on Board
FOC	Full Operational Capability
FPA	Function Point Analysis
FTE	Full Time Equivalent
G&A	General and Administrative
GAO	General Accounting Office
GFE	Government Furnished Equipment
GFI	Government Furnished Information
HOF	Home Office Facility
HWC	Hardware Configuration Items
HUBZone	Historically Underutilized Business Zone
IBR	Integrated Baseline Review
IDIQ	Indefinite Delivery Indefinite Quantity
IEEE	Institute of Electrical and Electronics Engineers
IOC	Initial Operational Capability
IP	Integrated Plan
IPI	Internal Process Improvement
IR&D	Independent Research and Development

Acronym	Definition
IRS	Internal Revenue Service
IS	Integrated Schedule
IT	Information Technology
IV&V	Independent Verification and Validation
KPP	Key Performance Parameter
LCC	Life Cycle Cost
LOR	Letter of Requirements
LSM	Logistics Support and Maintenance
MOU	Memorandum of Understanding
MP	Metrics Plan
N/A	Not Applicable
NACI	National Agency Check and Inquiries
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NASS	Branch of Security Management
NDA	Nondisclosure Agreement
NDI	Non-Developmental Item
NISPOM	National Industrial Security Program Operating Manual
O&S	Operations and Support
OCI	Organizational Conflict of Interest
OPSEC	Operations Security
ORR	Operational Readiness Review
PCA	Physical Configuration Audit
PCL	Personnel Security Clearance
PD	Program Director
PDR	Preliminary Design Review
PEB	Performance Evaluation Board
PEBR	Performance Evaluation Board Report
PM	Project Manager
PMB	Performance Measurement Baseline
PMO	Program Management Office
PPA	Pollution Prevention Act
PRA	Presidential Records Act
PRB	Postretirement Benefits
PWBS	Program Work Breakdown Structure
PWS	Performance Work Statement
QA	Quality Assurance
QM	Quality Management
QMP	Quality Management Plan
R&D	Research and Development
RD	Requirements Document

Acronym	Definition
RFP	Request for Proposal
RQM	Requirements Management Plan
RR	Requirements Review
RVM	Requirements Verification Matrix
SADD	System Architecture and Design Document
SBA	Small Business Administration
SBU	Sensitive But Unclassified
SCAMPI	Standard CMMI Appraisal Method for Process Improvement
SCE	Software Capability Evaluation
SDR	System Design Review
SEI	Software Engineering Institute
SIC	Standard Industrial Classification
SME	Subject Matter Expert
SOO	Statement of Objectives
SOW	Statement of Work
SPI	Schedule Performance Index
SPP	Standard Practice Procedures
SRR	System Requirements Review
SSBI	Single Scope Background Investigation
SW-CMM	Software Capability Maturity Model
SyRS	System Requirements Specification
TAR	Target Release Paper
TEP	Technical Review Process
TIN	Taxpayer Identification Number
TM	Technical Monitor
TMR	Technical Monitor Report
TRR	Test Readiness Review
TS	Top Secret
TS/SCI	Top Secret/Sensitive Compartmented Information
TSP	Testing Management Plan
VAL	Visit Authorization Letter
VECP	Value Engineering Change Proposal
VGSA	Visitor Group Security Agreement
WBS	Work Breakdown Structure

Attachment 8 to Section J

Award Fee Plan Template

Award Fee Plan Template

The following template is meant to provide prospective contractors a general understanding of how the Government intends to administer its award fee plan. The Government may deviate from this description as circumstances warrant.

PERFORMANCE BASED CONTRACT AWARD FEE PLAN CONTRACT NO.

OVERVIEW

This plan covers the administration of the award fee provisions of contract number NAMA-04-C-00xx, awarded _____.

This Award Fee Plan sets forth procedures and guidelines that the National Archives and Records Administration (NARA) will use in evaluating the technical performance of the Contractor during development and operation of Increments one (1) through five (5), including CLINs 0101 through 0601.

There is no base fee. The contractor will be rewarded for excellence in contract performance under the award fee program. Satisfactory or below performance will not be rewarded. Performance will be evaluated every six (6) months. The award fee payable will be determined in six (6) month intervals by the Contracting Officer (CO) in accordance with this plan. Award Fee Determinations are not subject to the dispute clause of this contract. The Government, through the CO, may unilaterally change this plan providing the Contractor receives notice of the changes at least 30 calendar days prior to the beginning of the evaluation period to which the changes apply.

ROLES AND RESPONSIBILITIES OF PARTICIPATING GOVERNMENT OFFICIALS

The following Government Officials or Non Government personnel will participate in assessing the quality of the Contractor's performance. Their roles and responsibilities are described as follows:

1. The CO has overall responsibility for overseeing the Contractor's compliance with contract performance including but not limited to requirements, terms, conditions, and schedule. The CO will make formal award fee determinations and will make appropriate changes in the award fee plan as necessary.
2. The appointed Contracting Officer's Representative (COR) (one or more) will be responsible for oversight of monitoring, assessing, recording, and reporting of the technical performance of the Contractor for all technical tasks including schedule.

The COR will assign subordinate Technical Monitors (TMs). Each TM will be assigned to a performance area to be evaluated. The TMs, acting under the direction of the COR, will be responsible for oversight of monitoring, assessing, recording, and reporting of the technical performance of the Contractor on a regular basis for their respective areas. The TMs will have the primary responsibility for completing Technical Monitor Reports (TMRs) which they will use to document inspection and evaluation of the Contractor's work performance. Meetings shall be held on a periodic basis as determined by the COR and/or CO to address performance and quality control issues in an effort to foresee and avoid serious problems. TMs will periodically prepare Technical Monitor Reports for the Performance Evaluation Board (PEB) or others as appropriate. TMs will recommend appropriate changes in the award fee plan, if necessary.

TMs will also be responsible for the day-to-day monitoring of the Contractor's performance in the areas of technical performance, program management, schedule, and cost.

3. Performance Evaluation Board (PEB)
 - a. The PEB will be comprised of a Chairperson, the ERA Deputy Program Director, the CO, and any other person the PEB Chairperson appoints. The Chairperson of the PEB and other voting members shall be designated by separate memorandum and approved by the NARA ERA Program Director (PD).
 - b. The PEB Chairperson is responsible for recommending the award fee earned and payable for each evaluation period, and shall review the COR's and TMs' assessments of the Contractor's performance and resolve differences between the COR's/TMs' performance and quality assessments versus the Contractor's perception of the same.
 - c. The Chairperson may appoint non-voting members to assist the Board in performing its functions.
 - d. Primary responsibilities of the Board are:
 - (1) Conduct periodic evaluations of Contractor performance and submit a Performance Evaluation Board Report (PEBR) to the CO covering the Board's findings and recommendations for each evaluation period, and
 - (2) Consider changes in this plan and recommend those that it determines appropriate for adoption by the CO.

Method for Determining Award Fee

The CO will determine the award fee earned for each evaluation period within 45 calendar days after the end of the 6 month review period. The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below.

1. The PEB Chairperson will ensure that a TM is assigned for each Performance Area to be evaluated under the contract. TMs will be selected on the basis of their expertise relative to prescribed performance area emphasis. The PEB Chairperson may change TM assignments at any time without advance notice to the Contractor.
2. The PEB Chairperson will ensure that each TM receives the following:

Amendment 0001

Award Fee Plan Template

- a. A copy of this Award Fee Plan along with any changes made, and
 - b. Appropriate orientation and guidance.
3. TMs will evaluate and assess Contractor performance and discuss the results with Contractor personnel as appropriate.
 4. TMs will submit their TMRs prior to program reviews, and if required, make verbal presentations to the PEB.
 5. The Contractor may request to meet with the PEB to discuss overall performance not later than five (5) working days after the end of the evaluation period. The COR, TMs, and other personnel involved in the performance evaluations may attend the meeting and participate in discussions at the request of the PEB Chairperson. After meeting with the Contractor, the PEB will consider matters presented by the Contractor and finalize its findings and recommendations.
 6. The PEB will consider TM Reports within 15 days of the end of the award fee period. The PEB Chairperson will request and obtain performance information from the personnel normally involved in observing Contractor performance, as appropriate. After the end of each evaluation period, the PEB will meet to consider all the performance information available. At the meeting, the PEB will summarize its findings and recommendations for coverage in the preliminary PEBR.
 7. The PEB Chairperson will prepare the PEBR for the period and submit it to the ERA PD and CO for use in making the formal determination of the award fee earned. The report will include an adjectival rating and a recommended performance score with supporting documentation. The Contractor will be notified of the PEB evaluation and recommended rating and score.
 8. The ERA PD will consider the recommendations of the PEB, information provided by the Contractor, and any other pertinent information in determining the amount of award fee earned to be provided in the formal determination issued by the CO. The government may at its sole discretion (but is not obligated to) roll over Award Fee from one period to the next depending upon funding type and how funding is obligated. In addition to the normal award fee determination, the CO may, with the approval of the ERA PD, additionally award unearned award fee from the past period, up to a maximum amount equal to any unearned award fee from the past period, to reward the contractor for rectifying past performance problems. The determination of the amount of award fee earned and the basis for this determination will be stated in the Award Fee Determination Report (AFDR).
 9. The CO will notify the Contractor and the PEB Chairperson of the determination.

Changes in Plan Coverage

1. **Right to Make Unilateral Changes** Any matters covered in this Plan may be changed unilaterally by the CO 30 calendar days prior to the beginning of an evaluation period by

notice to the Contractor in writing. The changes will be made in writing from the CO to the contractor, but without formal modification of the contract.

2. **Steps to Change Award Fee Plan Coverage** The method to be followed for changing the Award Fee Plan coverage is described below.
 - a. Personnel involved in the administration of the award fee provisions of the contract shall recommend plan changes with a view toward changing management emphasis, motivating higher performance levels, or improving the award fee determination process. Recommended changes should be sent to the PEB for consideration and drafting.
 - b. Normally, 45 to 60 days prior to the end of each evaluation period, the PEB will submit the recommended changes applicable to the next evaluation period for approval by the CO.

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATION

Action	Schedule (Calendar days)
1. Contractor Presents to PEB	Not later than five (5) days after end of period
2. TMs submit reports to PEB Chairperson	15 days after end of period
3. PEB meets and summarizes preliminary findings and position in the PEBR	Not later than 25 days after end of period
4. PEB Chairperson submits PEBR to CO	Not later than 35 days after end of period
5. CO sends AFDR and signed contract modification to Contractor	No later than 45 days after end of period

Award Fee Determination Steps

PERFORMANCE EVALUATION FACTORS AND EVALUATION CRITERIA

The performance factors to be evaluated are identified below for the first six (6) month period of Increment 1.

Area No.	Factor	Factor Weight	Dollars Available
1	Performance	70%	Contractor fills in
2	Schedule	20%	Contractor fills in
3	Cost	10%	Contractor fills in

Factor Weights

The Contractor shall write the first Award Fee Plan and shall embellish on the Cost, Schedule, and Performance areas, tying key areas of its Performance Work Statement (PWS) and performance measurements into these areas of the Award Fee Plan. The Contractor should also relate its award computations to the Contractor Performance ratings table below.

Adjectival Rating	Rating Description
Outstanding 81% to 100%	Of exceptional merit; excellence demonstrated in all areas of performance; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance
Very Good 41% to 80%	Very effective performance, excellence demonstrated in most areas of performance; fully responsive to contract; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies
Good 1% to 40%	Effective performance; excellence demonstrated in some areas of performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable affect on overall performance
Satisfactory	Meets minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, affects on overall performance. No award fee earned
Poor/Unsatisfactory	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas that adversely affect overall performance. No award fee earned

Contractor Performance Ratings

The percentages shown in the table represent the portion of the maximum award fee amount that is available for award for each performance level.

GENERAL INSTRUCTIONS FOR TASK MONITORS

The following information is not part of the Award Fee Plan. Its purpose is to indicate the Government's approach to interaction with the Contractor relative to administering the plan.

It is extremely important for the COR and subordinate TMs to establish and maintain good lines of communication with the Contractor's Project Manager (PM) and the PM's key staff. The COR, TMs, CO, and PM must work together as partners to ensure that required work is accomplished in an efficient and proper manner.

1. Monitoring and Assessing Performance
 - a. TMs will discuss their assigned area with appropriate Contractor personnel, and encourage maximum understanding of the evaluation and assessment environment.
 - b. TMs will conduct all assessments in an open, objective, and cooperative spirit so that as fair and accurate an evaluation as possible is obtained. This will enhance Contractor acceptance of information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.
 - c. The TM will discuss the results with Contractor personnel as appropriate, noting any observed deficiencies and/or accompanying recommendations. Adverse items or areas of poor performance will be covered to afford the Contractor an opportunity to clarify possible misunderstandings and to correct or resolve deficiencies.
 - d. TMs must remember that contacts and visits with Contractor personnel are to be accomplished within the context of official contractual relationships. A TM is not the COR, and cannot assume that role. TMs will avoid any activity or association that might cause, or give the appearance of causing, a conflict of interest. TM discussions with Contractor personnel are not to be used to instruct, direct, supervise, issues technical direction, or as an attempt to control these personnel in the performance of the contract. The role of the TM is to solely monitor, assess, and evaluate, but not to manage the Contractor's effort. A TM is not a COR.
 - e. When in doubt, the TM and the COR will meet with the CO.
2. The TMR will document the assessment conducted and results obtained. The TM will conduct discussions in a timely manner with Contractor personnel.
3. The TM will prepare a formal TMR and submit it to the PEB within 15 days after the end of each semiannual period.
4. The TM will be prepared to make verbal reports as required by the PEB Chair.

Attachment 9 to Section J

NARA's Contractor Interface Methodology

NARA's Contractor Interface Methodology

1.0 General

The following general instructions apply to the system analysis and design phase only:

- (a) In the event that NARA initiates distribution of information, NARA will distribute all the information to both Contractors in the same meeting at the same time.
- (b) In the event that a single Contractor needs to obtain information or deliver information to NARA, information exchange meetings will be attended only by the requesting Contractor and NARA.
- (c) NARA will separately store and manage all contractor deliverables and working materials in a manner that will prevent one contractor's information from being provided to the other contractor.

2.0 System Analysis

At contract initiation, both contractors will receive an orientation. This will include briefings by the Government. Staff from both contractors will be present at these orientation briefings. Both contractors will be provided with identical sets of supplemental Government furnished information. The two (2) contractors will operate independently to perform analysis and produce detailed system requirements. During this activity, NARA will be as fair as possible in providing equal, but separate, access for both contractors to ERA PMO staff and NARA Subject Matter Experts (SMEs). Questions for and access to NARA staff outside of the ERA PMO will be controlled through the PMO. In addition, periodic technical exchange meetings will be held between the Government and individual contractors to review contractor progress and to identify and address any problems.

Each contractor will independently produce a System Requirements Specification (SyRS) and conduct a related Systems Requirements Review (SRR). These reviews will be attended only by the presenting Contractor, the ERA PMO staff, and relevant NARA staff.

3.0 Requirements Reconciliation

One or both contractors may uncover new requirements that are not specified in the *ERA Requirements Document (RD)*, but which the Government desires to include as additional requirements. The Government may at its discretion modify the requirements baseline provided at contract award to ensure that both contractors utilize these new requirements.

The Government will utilize a Configuration Control Board (CCB) to process individual requirements changes. Approved changes to the requirements baseline will then be provided to both contractors.

2.0 System Design

Each contractor will independently develop and document architectures and high-level system designs based on their SyRS documents. Access to ERA PMO staff will be provided to the extent possible on the basis of separate but as equal as possible access, and there will be periodic technical exchange meetings.

Each contractor will independently produce a System Architecture and Design Document (SADD) and conduct a related System Design Review (SDR). These reviews will be attended only by the presenting Contractor and ERA PMO staff. Following acceptance of their designs, the contractors will develop and demonstrate detailed prototypes of the Disposition/Scheduling and Templates Management functions. The purpose of these prototypes is to explore concepts and approaches in order to facilitate early implementation of those functions in Increment 1. However, it is explicitly not intended that any such prototype will become operational software.

Attachment 10 to Section J

DD-254 Form

<p>DEPARTMENT OF DEFENSE</p> <p>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</p> <p><i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>		<p>1. CLEARANCE AND SAFEGUARDING</p> <p>a. FACILITY CLEARANCE REQUIRED</p> <p>TOP SECRET</p>	
		<p>b. LEVEL OF SAFEGUARDING REQUIRED</p> <p>TOP SECRET</p>	
2. THIS SPECIFICATION IS FOR: (x and complete as applicable)		3. THIS SPECIFICATION IS: (x and complete as applicable)	
<p>a. PRIME CONTRACT NUMBER</p> <p><input type="checkbox"/></p>		<p>a. ORIGINAL (Complete date in all cases)</p> <p><input type="checkbox"/></p>	
<p>b. SUBCONTRACT NUMBER</p> <p><input type="checkbox"/></p>		<p>b. REVISED (Supersedes all previous specs)</p> <p><input type="checkbox"/></p>	<p>Revision No.</p> <p>DATE (YYMMDD)</p>
<p>c. SOLICITATION OR OTHER NUMBER</p> <p><input checked="" type="checkbox"/> NAMA-03-R-0018</p>		<p>DUE DATE</p> <p>TBD</p>	<p>c. FINAL (Complete Item 5 in all cases)</p> <p><input type="checkbox"/></p> <p>DATE (YYMMDD)</p>
<p>4. THIS IS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:</p> <p>Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.</p>			
<p>5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:</p> <p>In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____</p>			
<p>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</p>			
<p>a. NAME, ADDRESS, AND ZIP CODE</p>		<p>b. CAGE CODE</p>	<p>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</p>
<p>7. SUBCONTRACTOR</p>			
<p>a. NAME, ADDRESS, AND ZIP CODE</p>		<p>b. CAGE CODE</p>	<p>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)</p>
<p>8. ACTUAL PERFORMANCE</p>			
<p>a. LOCATION</p>		<p>b. CAGE CODE</p>	<p>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</p>

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
Design, develop, operate, maintain, and deploy the Electronic Records Archives.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:	3.0 YES	3.1 NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION:	<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (<i>Specify</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. OTHER (<i>Specify</i>)	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

DD FORM 254 Front

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the iNISPOM or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct Through (*Specify*):

Public Release of any information received or generated under this contract must be submitted for approval to NARA Public Affairs, the COR, and the Branch of Security Management (NASS).

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

***In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.**

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

NISPOM 5220.22-M, with changes 1 and 2. (<http://www.dss.mil/isec/nispom.pdf>)

NARA Information Technology Security Handbook, March 2002

NARA Information Security Manual, 1994

Executive Order 12958, Classified National Security Information

Executive Order 13292, Amendment to EO 12958

DoD 5105.21-M-1, Sensitive Compartmented Information Administrative Security Manual, August 1998

The contractor will comply with NARA security policies and procedures when contract performance occurs at a NARA installation or NARA facility in accordance with the Visitor Group Security Agreement, Attachment 1.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (*If Yes, identify the Yes No pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (*If Yes, explain and identify specific Yes No areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

The NASS (Branch of Security Mgmt.) retains security oversight responsibility for all SCI and other forms of information not under the cognizant authority of DSS. Joyce A. Thornton, NASS is designated as the Information Security Program Manager (ISPM) and NASS retains security oversight responsibility when contract performance occurs on a NARA installation or within a NARA controlled facility.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING	b. TITLE Information Security Manager	c. TELEPHONE (<i>Include Area Code</i>) (301) 837-0296
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OFFICIAL Joyce A. Thornton		
d. ADDRESS (Include Zip Code) National Archives and Records Administration 8601 Adelphi Road College Park, MD 20740	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE		

DD FORM 254 Reverse

**DD254 ATTACHMENT 1, NATIONAL ARCHIVES AND RECORDS
ADMINISTRATION
VISITOR GROUP SECURITY AGREEMENT**

1. **Contractual Agreement:** This agreement between the Archivist, The National Archives and Record Administration (NARA) and (**insert company's commercial name**), (**insert CAGE number**), is to be performed at NARA, College Park, MD (Archives II), under the provisions of DoD 5220-22-R, *Industrial Security Regulation*, Section I, Part 1. (**insert company's commercial name**), hereafter referred to as a "visitor group," will be performing on a classified contract, DD Form 254, **DoD Classified Contract Security Specification**, (**insert contract number**) at Archives II. This Visitor Group Security Agreement (VGSA) prescribes specific actions to be taken by the visitor group and the NARA COR, and the program manager, to properly protect classified information involved in this on-site contract. Under the terms of this agreement, The Branch of Security Management (NASS) is responsible for providing security program oversight, control, and supervision.

NOTE: As used in the agreement, the terminology visitor group, contractor, company, and Home Office Facility (HOF) are synonymous.

- (a) All parties, i.e.; the, program managers, contracting officer, staff agencies, visitor group, and their subcontractor (if applicable), and NASS will comply with the provisions of this agreement without exception or deviation.
- (b) **Contractor Security Supervision:** The visitor group's HOF will provide the NASS with formal written notice the names of persons (primary and alternate) at their HOF and on-site operations that are responsible for visitor group management and security administration of their operations. The designated on-site visitor group security representative shall complete the Department of Defense (DoD) Industrial Security Management Course, offered by the DoD Security Institute (DODSI), within one year of assumption of security responsibilities.
- (c) **Standard Practice Procedures (SPP):** This agreement deletes need for the visitor group to publish an addendum/annex or supplement to the HOF SPP for this on-site company activity.
- (d) **Access and Accountability of Classified Information:**

- (1) All on-site access to and/or possession of classified material and hardware in the custody of the visitor group at Archives II, will be under the control of the visitor group.
- (2) If the visitor group finds unattended or unsecure classified material or hardware on-site, they will secure the material, immediately notify the visitor group security representative, program manager, and/or NASS/Security Control Center at extension 301-837-2900. Material(s) will be turned over to NASS for safeguarding if the designated primary or alternate classified safe custodian cannot be contacted. NASS will be notified no later than the close of business or the next duty day with a follow-on formal Administrative Inquiry report no later than fifteen (15) days from date of the security incident; i.e., per DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 1 Section 3.

- (3) The visitor group shall establish an information management system to control the classified information in their possession IAW NISPOM, Chapter 5, Section 2. The disposition and retention of classified material will be in accordance with NISPOM, Chapter 5, Section 7.
- (4) Dual access to the visitor group's GSA approved classified security containers or containers' combinations, is prohibited. In addition, the visitor group is prohibited from using security containers that require lock bar type devices. The visitor group cannot have access to government classified storage containers, nor can the government have sponsor access to the visitor group's containers. However, if an emergency type situation dictates, the contracting officer, in coordination with the program management and NASS may approve temporary dual access and/or storage.

e. **Storage of Classified Material:**

- (1) The visitor group is authorized to store classified material and/or hardware necessary for contract performance. GSA approved containers, per DoD 5220.22-M, Chapter 5, Section 3, will be furnished by the government; providing the contract calls for Government Furnished Equipment (GFE).
- (2) Under the terms of this agreement, government furnished security containers will be under the control of the visitor group. The responsibility for setting the storage container combination(s) rests with the contractor. The visitor group will not use a government or private locksmith to set the combination. SF Form 700, **Security Container Information**, or the equivalent visitor group form, will be used to identify authorized persons having knowledge of the combination(s), to include their telephone number.
This form will be posted inside the locking drawer of each security container. Classified safe combination number(s) will be on the "2A" portion of the SF Form 700.
NOTE: If the combination is recorded, it must be secured in another GSA-approved safe.

f. **Transmission of Classified Material:**

Classified material must be transmitted through the U.S. Post Office, via registered mail, for the Confidential and Secret levels. All other classified information must be transmitted through the Defense Courier Service. Follow packaging requirements in accordance with NARA Information Security Manual, Info Sec 202. Consent is granted by the program manager as stipulated by signature of this agreement.

g. **Disposition of Classified Material:**

The visitor group will return to the program manager or designated government classified custodian all classified material furnished by the government; to include, surrendering all classified material duplicated by the visitor group in connection with the contract program or project when the classified material is no longer required, unless retention is granted by the contracting officer in conjunction with NASS.

h. **Reproduction of Classified Material:**

The visitor group is not authorized to reproduce classified material without the consent and/or approval of the program manager. If approval for reproduction is granted, must be on GSA approved copier.

i. **Security Education and Awareness Training:**

The visitor group will:

- (1) On a recurring basis, but not less than annually (calendar year), brief all on-site cleared visitor group personnel on their responsibilities for safeguarding classified information per DoD 5220.22-M, Chapter 3, Section 1. These briefings need not include all provisions of the NISPOM, but should be tailored to operational classified and unclassified duties. Awareness training should include, contents of this agreement, applicable Department of Defense (DoD) form(s) and security discrepancies noted during the most recent reviews conducted by the NASS and reporting requirements per DoD 5220.22-M, Chapter 1, section 3.
- (2) Conduct initial and refresher briefings and debriefings per DoD 5220.22-M, Chapter 3, Section 1. Certification of accomplishment of the Standard Form 312, **Classified Nondisclosure Agreement** (NDA) will be included in the classified Visit Authorization Letter (VAL).
- (3) Insure participation of all on-site contractor personnel in security awareness orientation/education sessions conducted or scheduled by the visitor group security representative.

j. **Personnel Security Clearance (PCL):**

The visitor group's HOF will submit VALs (classified and unclassified) annually (not later than August 30) to NARA's Personnel Security Manager, NASS for their on-site personnel per DoD 5220.22-M, Chapter 6, Section 1. In addition, a copy of the VAL will be provided to the visitor group's on-site security representative.

NOTE: A copy of each VAL will be retained at the contractor's on-site operating location. The contracting activity (NARA) serves as sponsor for the visit. The government must approve "need-to-know" certification for all incoming visit requests.

- (1) For Critical Sensitive position sensitivity designations (access to national security classified information), the contractor will be responsible for obtaining the appropriate investigation prior to the contractor reporting for duty. Industry can request background investigations through the Defense Industrial Security Clearance Office (DISCO), located in Columbus, Ohio. DISCO processes, issues and maintains industrial security program facility clearances and industrial security personnel security clearances. The DISCO Customer Service number is 888-282-7682. For the next several months, industry will continue to submit clearance requests via the Electronic Personnel Security Questionnaire (EPSQ) and follow existing procedures for submitting signed releases and fingerprint cards. The EPSQ program can be downloaded from the <http://www.dss.mil> web site.

- (2) Upon termination of a contract employee with access to classified information, the visitor group's HOF will ensure a national security classified information debriefing is conducted.

k. Reports:

The visitor group must immediately submit, in writing, to the NASS, a preliminary inquiry report required per DoD 5220.22-M, Chapter 1, Section 3. Paragraphs 1-301, 1-302, 1-303 and 1-304. The visitor group must also keep the Defense Investigative Service Clearance Office (DISCO), and NASS advised on any reports made per DoD 5220.22-M, Chapter 1, Section 3, Paragraphs 1-301 and 1-302.

- (1) NASS will conduct investigations within their purview as required and coordinate their investigation with the program manager and/or contractor security representative, as appropriate.
- (2) The visitor group's HOF will advise the NASS of any changes in ownership or management.

l. Identification and Building Pass/Badge:

To gain unescorted entry into NARA Controlled Area(s), Restricted or controlled area badges will be issued only upon the request of the program manager or designated representative by completing the NARA interim form Contractor/Agency Reviewer Identification Badge Authorization. The Contractor shall make their personnel available for photo identification badges on a schedule to be determined by the Contracting Officer's Representative (COR). The badges will be made by the Government utilizing supplies, materials and equipment provided by the Government. Each Contractor employee shall sign the appropriate badge at the time of photographing.

- (1) To obtain an ID and building pass, at a minimum a National Agency Check and Inquiries (NACI) investigation will be conducted. The contractor will be responsible for providing the SF 85, Questionnaire for Non-sensitive Positions, the FD258, Fingerprint Card (NASS staff will take the fingerprints), and the OF 306, Declaration for Federal Employment to NASS on the first day the contractor will be reporting to NARA. For positions at the High Risk position sensitivity designation (such as computer administrator) NASS will work with the contractor to obtain the appropriate background investigation.
- (2) The Contractor is responsible for ensuring that each of his/her employees performing work under this contract display their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitable determination in accordance with NARA directives.
- (3) Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.

- (4) The Contractor shall notify the COR when the employee badges are lost. It may be the responsibility of the Contractor to pay for replacement badges at the current replacement cost per badge.
- (5) The requirements of this clause are applicable to and shall be followed by all subcontractors who will work at the NARA facility(ies), under this contract.
- (6) Request for badge issuance must be supported by a valid VAL. Visitor group employees must wear, or have in their immediate possession, a company photo badge and/or wallet size identification that reflects the complete company name of the visitor's group, employee's name and photograph, and prominently reflected on the face of the identification credential and any additional data deemed appropriate by the visitor group management.

m. End-of-Day Security Checks:

At the close of each working day, the visitor group will perform physical security checks within their assigned on-site work and/or operating locations per DoD 5220.22-M, Chapter 5, Section 1. The supervisor of the visitor group will designate, in writing, individuals to perform the end-of-day security checks to ensure:

- (1) All classified material has been properly stored.
- (2) Wastebaskets, routing baskets, typewriters, desk surface litter, classified computer systems, and any other work surfaces are void of classified material; i.e., "clean desk policy".
- (3) Bag or boxes used to segregate classified waste are properly safeguarded in an approved container or classified waste bin.
- (4) All classified containers have been properly secured by the designated company employee, checked by another individual, and both checks are recorded on SF 702, **Security Container Check Sheet**, or equivalent contractor form.
- (5) Checks of the area and the security container will be recorded on SF Form 701, **Activity Security Checklist**, or equivalent contractor form.

n. Emergency Protection:

In the event of a natural disaster, major accident, or civil disturbance, the visitor group will make every effort to secure all classified material in a GSA-approved container. If unable to properly secure classified information, the visitor group will maintain constant surveillance of the affected area, if possible. If the work area is evacuated, upon termination of the emergency condition, the visitor group will inventory exposed classified holdings to verify no compromise or loss has occurred. In the event of such an occurrence, the discovering visitor group employee will immediately notify their on-site security representative, the program manager and the NASS.

o. Protection of Government Resources:

Visitor group will comply with applicable NARA activity's physical security and resource protection requirements, directives, and/or procedures.

p. Clarification of Security Requirements:

Visitor group submit a request for clarification on security requirements as follows:

- (1) For clarification of NARA facility or activity procedures or applicable DD Form 254 program requirements; submit to the program manager or designee, who, in turn, coordinates with the governing contracting office and NASS.
- (2) Visitor Group's request for exceptions, deviations and/or waiver of security requirements of DoD 5220.22-M, NISPOM and this agreement will be submitted in writing to the NASS.

- q. **Contract and associated DD Form 254:** The visitor group will maintain on file a copy of the contract, Statement of Work (SOW)/Statement of Objectives (SOO), Performance Work Statement (PWS), Contract Data Requirements List (CDRL), associated DD Forms 254, and/or revisions, to include any related correspondence.

2. Reviews:

- a. The NASS will conduct security reviews of the on-site visitor group's operation at periodic intervals to ensure compliance with applicable provisions of DoD 5220.22-M, NARA directives, instructions, and this agreement. Written results of the security review will be provided to the visitor group and program manager. The visitor group is not required to acknowledge receipt or respond unless so directed in the report e.g.; Letter of Requirements (LOR) for serious review discrepancies.
- b. The visitor group shall conduct formal self-inspections at intervals consistent with risk management principals. A written record of these self-inspections will be maintained on file (until next self-inspection is completed) at the on-site facility, and is subject to NASS review.

3. **Expenditures of Funds for Security:** This agreement is not an authorization for payment of funds for associated security expenditures. Nothing in this agreement shall be construed to impose any liability on the part of the U.S. Government for damage or modification to the property of the contractor, or its subcontractors, nor shall anything in this agreement be construed to modify the provisions of existing contract(s).

4. **Review of this Agreement:** All parties must review this agreement at least annually, upon program changes, concept of operations, etc. The program manager or designee is responsible for the review and keeps a record of the last review. If changes are necessary, report them in writing, to the contracting officer.

5. **Visitor Register:** The visitor group shall maintain a record of all classified and unclassified visits to their on-site operating facilities for no less than one year. The register will reflect as a minimum:

- (1) the visitor's last name, first name, and middle initial;
- (2) the name of the company or agency he/she represents;
- (3) the visitor record need not indicate whether the visitor actually did or did not have access to classified information, but it must distinguish between a "classified" and "unclassified" visit;

(4) the date(s) of his/her arrival and departure from the facility. Records of all such visits shall be maintained in accordance with Information Security Manual, Info Security 202.

6. **Other:** The program manager or designee (normally the contracting officer) will furnish all government forms to the visitor group required under the terms of this agreement.

7. **Communication Security (COMSEC):** The visitor group will use secure communications (STU III or STE) when discussing sensitive-unclassified information pertaining to this contract, when made available under the terms of this contract by the NARA activity.

8. **Computer Security (COMPUSEC):** Automated information systems, i.e., computers, word processors, networks and stand-alones, etc., used in the processing of classified and unclassified-sensitive information in support of this contract must be certified and operated per DoD 5220.22-M, Chapter 8, Sections 1 thru 4 or NARA 804, Information Technology Security Program. Submit AIS certification and/or approval requests to the NARA/NH, L. Reynolds Cahoon, Designated Approval Authority (DAA), prior to commencement of classified operations. Address Emission Security (EMSEC) concerns to NARA/NH via the COR.

9. **Operations Security (OPSEC):** The visitor group will:

- (1) Protect critical or sensitive-unclassified operational information.
- (2) Not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest.
- (3) Not reveal or use information received in confidence during a professional assignment without proper authorization.
- (4) Report all information obtained during the course of an assignment accurately and completely.

10. **Foreign Involvement:** Under the terms of this agreement, the visitor group is required to notify NASS, the COR and the contracting office, prior to any foreign involvement, regardless of access requirements or sensitivity of information to be disclosed (classified or unclassified).

11. Key NARA Point of Contacts (POCs):

Name	Title	Address	Phone
Kenneth Thibodeau	Program Manager	NARA/NHE 8601 Adelphi Rd. College Park, MD 20740	301-837-3670
To Be Provided at Award	Project Manager/ Contracting Officer Representative (COR)	NARA/NHE 8601 Adelphi Rd. College Park, MD 20740	301-837-XXXX
Joyce Thornton	Information Security Manager	NARA/NASS 8601 Adelphi Rd. College Park, MD 20740	301-837-0296

12. **Other:** Nothing in this agreement shall be construed to impose any liability on the part of the US government for injury to the agents, employees of the contractor, its subcontractors, assignees, or other individuals acting for or on behalf of the contractor.

Contractor Program Manager

Kenneth Thibodeau
Program Director, ERA

Date: _____

Date: _____

(name to be provided)
Contracting Officer Representative

Kevin A. McCoy
Chief, Security Management Branch

Date: _____

Date: _____

Attachment 11 to Section J

**Program Work Breakdown Structure
(PWBS)**

The following work breakdown structure documents the work within the scope of Electronic Records Archives (ERA) Program. It is a logical decomposition of work, from the program level, to be performed by the ERA Program Management Office (PMO) and its contractors to manage the development, integration, deployment, operation, maintenance, and support of the ERA system. Developers should extend and include this Program Work Breakdown Structure (PWBS) in their CWBS, including maintenance of WBS codes and names. Those codes identified as reserved for Government use should not be used or decomposed by developers. Developers should feel free to decompose any unreserved codes or add any codes not already identified as reserved to accommodate the work identified in their proposals. Adherence to this structure is necessary in order for the ERA PMO to coordinate contracted work with its planning and reporting to executive management and oversight organizations.

1.1 through 1.4 Reserved for Government use only.

1.5 ERA Systems Analysis and Design

Includes all ERA PMO and Developer deliverables associated with the Systems Analysis and Design.

1.5.1 through 1.5.2 Reserved for Government use only.

1.5.3 and 1.5.4 Systems Analysis and Design

Includes all deliverables to be produced by Developers during the base period of the Systems Integration contract. Bidders should use 1.5.3 for numbering in their proposals. One of the two bidders in the design competition will be assigned to 1.5.4 after contract award.

1.5.5 through 1.5.8 Reserved for Government use only.

1.6 Facilities

Includes all ERA PMO and Developer deliverables associated with real estate and physical infrastructure.

1.6.1 through 1.6.2 Reserved for Government use only.

1.6.3 Developer Project Management (Facilities)

Includes all Developer project management deliverables associated with real estate and physical infrastructure.

1.6.4 ERA Real Estate

Includes all work associated with identifying and acquiring facilities to house ERA.

1.6.5 ERA Facilities Infrastructure

Includes all work associated with building out facilities that house ERA instances.

1.7 ERA Increment 1-Initial Operational Capability

Includes all deliverables associated with ERA Increment 1, the Initial Operational Capability (IOC) of ERA.

1.7.1 through 1.7.2 Reserved for Government use only.

1.7.3 Developer Project Management (Increment 1)

Includes all Developer project management deliverables during Increment 1.

1.7.4 NARA Acceptance Test Infrastructure (Increment 1)

Includes all hardware/software infrastructure and support for NARA's acceptance testing of developer's deliverables. NARA intends that the developer establish and maintain an independent test infrastructure for Government acceptance testing.

1.7.5 Increment 1 Analysis

Includes all increment-level analysis and design deliverables for Increment 1.

1.7.6 Increment 1 Release 1

Includes all deliverables necessary to implement ERA Increment 1, Release 1. Includes all analysis and design deliverables associated with this release. May include multiple sub-releases proposed by Developer.

1.7.7 Increment 1 Release 2

Includes all deliverables necessary to implement ERA Increment 1, Release 2.

1.7.8 Increment 1 Release 3

Includes all deliverables necessary to implement ERA Increment 1, Release 3. This final release of Increment 1 represents ERA Initial Operational Capability.

1.7.9 Increment 1 User Training

Includes all ERA PMO and Developer deliverables supporting initial user training for Increment 1. Includes training development and delivery.

1.7.10 Reserved for Government use only.**1.7.11 ERA Change Management (Increment 1)**

Includes all developer assistance to NARA PMO change management activities to promote acceptance of ERA by its users.

1.7.12 Operations, Support and Maintenance (Increment 1)

Includes all operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 1.

1.7.12.1 Systems Operations & Support (Increment 1)

Includes all systems operations and support activities associated with releases of ERA in operation during development of Increment 1.

1.7.12.2 Systems Maintenance (Increment 1)

Includes all systems maintenance activities associated with releases of ERA in operation during development of Increment 1.

1.7.12.3 Facilities Operations Maintenance & Support (Increment 1)

Includes all facilities operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 1.

1.7.12.4 Physical Infrastructure Security (Increment 1)

Includes all labor physical infrastructure security activities associated with releases of ERA in operation during development of Increment 1.

1.8 ERA Increment 2

Includes all deliverables associated with ERA Increment 2.

1.8.1 through 1.8.2 Reserved for Government use only.**1.8.3 Developer Project Management (Increment 2)**

Includes all Developer project management deliverables during Increment 2.

1.8.4 NARA Acceptance Test Infrastructure (Increment 2)

Includes all hardware/software infrastructure and support for NARA's acceptance testing of developer's deliverables. NARA intends that the developer establish and maintain an

independent test infrastructure for Government acceptance testing.

1.8.5 Increment 2 Analysis

Includes all increment level analysis and design deliverables for Increment 2.

1.8.6 Increment 2 Release 1

Includes all deliverables necessary to implement ERA Increment 2, Release 1.

1.8.7 Increment 2 Release 2

Includes all deliverables necessary to implement ERA Increment 2, Release 2.
This constitutes the final release of Increment 2.

1.8.8 Increment 2 User Training

Includes all deliverables supporting user training for Increment 2. Includes training development and delivery.

1.8.9 Reserved for Government use only.

1.8.10 ERA Change Management (Increment 2)

Includes all developer assistance to NARA PMO change management activities to promote acceptance of ERA by its users.

1.8.11 Operations, Support and Maintenance (Increment 2)

Includes all operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 2.

1.8.11.1 Systems Operations & Support (Increment 2)

Includes all systems operations and support activities associated with releases of ERA in operation during development of Increment 2.

1.8.11.2 Systems Maintenance (Increment 2)

Includes all systems maintenance activities associated with releases of ERA in operation during development of Increment 2.

1.8.11.3 Facilities Operations Maintenance & Support (Increment 2)

Includes all facilities operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 2.

1.8.11.4 Physical Infrastructure Security (Increment 2)

Includes all labor physical infrastructure security activities associated with releases of ERA in operation during development of Increment 2.

1.9 ERA Increment 3

Includes all deliverables associated with ERA Increment 3.

1.9.1 and 1.9.2 Reserved for Government use only.**1.9.3 Developer Project Management (Increment 3)**

Includes all Developer project management deliverables during Increment 3.

1.9.4 NARA Acceptance Test Infrastructure (Increment 3)

Includes all hardware/software infrastructure and support for NARA's acceptance testing of developer's deliverables. NARA intends that the developer establish and maintain an independent test infrastructure for Government acceptance testing.

1.9.5 Increment 3 Analysis

Includes all increment level analysis and design deliverables for Increment 3.

1.9.6 Increment 3 Release 1

Includes all deliverables necessary to implement ERA Increment 3, Release 1.

1.9.7 Increment 3 Release 2

Includes all deliverables necessary to implement ERA Increment 3, Release 2. This constitutes the final release of Increment 3.

1.9.8 Increment 3 User Training

Includes all deliverables supporting user training for Increment 3. Includes training development and delivery.

1.9.9 Reserved for Government use only.**1.9.10 ERA Change Management (Increment 3)**

Includes all developer assistance to NARA PMO change management activities to promote acceptance of ERA by its users.

1.9.11 Operations, Support and Maintenance (Increment 3)

Includes all operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 3.

1.9.11.1 Systems Operations & Support (Increment 3)

Includes all systems operations and support activities associated with releases of ERA in operation during development of Increment 3.

1.9.11.2 Systems Maintenance (Increment 3)

Includes all systems maintenance activities associated with releases of ERA in operation during development of Increment 3.

1.9.11.3 Facilities Operations Maintenance & Support (Increment 3)

Includes all facilities operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 3.

1.9.11.4 Physical Infrastructure Security (Increment 3)

Includes all labor physical infrastructure security activities associated with releases of ERA in operation during development of Increment 3.

1.10 ERA Increment 4

Includes all deliverables associated with ERA Increment 4.

1.10.1 through 1.10.2 Reserved for Government use only.**1.10.3 Developer Project Management (Increment 4)**

Includes all Developer project management deliverables during Increment 4.

1.10.4 NARA Acceptance Test Infrastructure (Increment 4)

Includes all hardware/software infrastructure and support for NARA's acceptance testing of developer's deliverables. NARA intends that the developer establish and maintain an independent test infrastructure for Government acceptance testing.

1.10.5 Increment 4 Analysis

Includes all increment level analysis and design deliverables for Increment 4.

1.10.6 Increment 4 Release 1

Includes all deliverables necessary to implement ERA Increment 4, Release 1.

1.10.7 Increment 4 Release 2

Includes all deliverables necessary to implement ERA Increment 4, Release 2.
This constitutes the final release of Increment 4.

1.10.8 Increment 4 User Training

Includes all deliverables supporting user training for Increment 4. Includes training development and delivery.

1.10.9 Reserved for Government use only.**1.10.10 ERA Change Management (Increment 4)**

Includes all developer assistance to NARA PMO change management activities to promote acceptance of ERA by its users.

1.10.11 Operations, Support and Maintenance (Increment 4)

Includes all operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 4.

1.10.11.1 Systems Operations & Support (Increment 4)

Includes all systems operations and support activities associated with releases of ERA in operation during development of Increment 4.

1.10.11.2 Systems Maintenance (Increment 4)

Includes all systems maintenance activities associated with releases of ERA in operation during development of Increment 4.

1.10.11.3 Facilities Operations Maintenance & Support (Increment 4)

Includes all facilities operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 4.

1.10.11.4 Physical Infrastructure Security (Increment 4)

Includes all labor physical infrastructure security activities associated with releases of ERA in operation during development of Increment 4.

1.11 ERA Increment 5

Includes all deliverables associated with ERA Increment 5.

1.11.1 through 1.11.2 Reserved for Government use only.**1.11.3 Developer Project Management (Increment 5)**

Includes all Developer project management deliverables during Increment 5.

1.11.4 NARA Acceptance Test Infrastructure (Increment 5)

Includes all hardware/software infrastructure and support for NARA's acceptance testing of developer's deliverables. NARA intends that the developer establish and maintain an independent test infrastructure for Government acceptance testing.

1.11.5 Increment 5 Analysis

Includes all increment level analysis and design deliverables for Increment 5.

1.11.6 Increment 5 Release 1

Includes all deliverables necessary to implement ERA Increment 5, Release 1.

1.11.7 Increment 5 Release 2

Includes all deliverables necessary to implement ERA Increment 5, Release 2. This constitutes the final release of Increment 5 and ERA Full Operational Capability.

1.11.8 Increment 5 User Training

Includes all deliverables supporting user training for Increment 5. Includes training development and delivery.

1.11.9 Reserved for Government use only.**1.11.10 ERA Change Management (Increment 5)**

Includes all developer assistance to NARA PMO change management activities to promote acceptance of ERA by its users.

1.11.11 Operations, Support and Maintenance (Increment 5)

Includes all operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 5.

1.11.11.1 Systems Operations & Support (Increment 5)

Includes all systems operations and support activities associated with releases of ERA in operation during development of Increment 5.

1.11.11.2 Systems Maintenance (Increment 5)

Includes all systems maintenance activities associated with releases of ERA in operation during development of Increment 5.

1.11.11.3 Facilities Operations Maintenance & Support (Increment 5)

Includes all facilities operations, maintenance, and support activities associated with releases of ERA in operation during development of Increment 5.

1.11.11.4 Physical Infrastructure Security (Increment 5)

Includes all labor physical infrastructure security activities associated with releases of ERA in operation during development of Increment 5.

1.12 Operations, Maintenance and Support

Includes all operations, maintenance, and support activities and deliverables associated with maintenance of ERA post-FOC.

1.12.1 through 1.12.2 Reserved for Government use only.**1.12.3 Operations, Maintenance, and Support Contractor Management**

Includes all Developer management deliverables associated with operations, maintenance, and support.

1.12.4 Systems Operations & Support

Includes all systems operations and support activities.

1.12.5 Systems Maintenance

Includes all systems maintenance activities.

1.12.6 Facilities Operations Maintenance & Support

Includes all facilities operations, maintenance, and support activities.

1.12.7 Physical Infrastructure Security

Includes all labor physical infrastructure security activities.

1.12.8 ERA Change Management (Operations, Maintenance and Support)

Includes all ERA PMO and Developer deliverables required to support organizational change management associated with operations, maintenance, and support.

Attachment 12 to Section J

List of Government Furnished Information (GFI)

The following Government Furnished Information (GFI) can be found on the ERA Acquisition web page at: http://www.archives.gov/electronic_records_archives/

This information is provided to assist bidders in understanding ERA concepts or to enhance understanding of ERA requirements. However these documents should not be treated as formal requirements.

ERA Documentation:

- Mission Needs Statement (MNS)
- Vision Statement (VS)
- Concept of Operations (ConOps)

ERA Plans

- Configuration Management Plan (CMP)
- Quality Management Plan (QMP)
- Requirements Management Plan (RQM)
- Testing Management Plan (TSP)
- Metrics Plan (MP)
- Contractor Coordination Plan (CCP)
- ERA Life Cycle (ELC)
- Technical Review Process (TEP)

ERA White Papers

- Introduction to Preservation and Access Levels Concepts (PAL)
- Introduction to Policies, Templates, and Requirements Concepts (TEMP)
- ERA Design and Deployment Concepts Paper (DDC)
- Target Release Paper (TAR)
- Performance Goals Specifications (PGS)

NARA Documentation

- Enterprise Architecture
- Business Process Reengineering (BPR) Models
- NARA Glossary

ERA Acquisition Related Publications

- [ERA Industry Day](#), College Park, MD, February 5, 2003
- [NARA Business Seminar](#), College Park, MD, August 27th, 2003
- [NARA's .Electronic Records Archives.Program](#), College Park, MD, November 2003

Attachment 13 to Section J

Cost Element Structure Data Dictionary
(CEDD)

1.0 Purpose

The purpose of the Cost Element Data Dictionary (CEDD) is to define the cost elements to be used by prime systems integrators in developing the life cycle cost estimates for ERA.

2.0 Cost Element Structure Data Dictionary

The following paragraphs document the basic organization and definitions of the cost element structure.

2.1 Investment

This major Cost Element (CE) includes all costs to the Government to implement Full Operational Capability (FOC). Costs are attributed to the ERA alternative from the time of program initiation through complete testing, implementation, and fielding necessary to meet FOC requirements.

2.1.1 Program Management Office

Not Applicable

2.1.2 System Development and Production

Includes the cost of license fees for software Commercial-Off-The-Shelf (COTS) products, the costs of software development to meet requirements not met by COTS products, hardware items, the cost of integration activities performed by the eventual ERA contractor, and necessary training.

2.1.3 Commercial-Off-The-Shelf (COTS) Software

Software that can be purchased “off-the-shelf” that enables the ERA system to meet required functionality. Costs include license fees per user, enterprise license fees, system security software, and any upfront fees required by the vendor.

2.1.4. Software Development

Software Development activities such as developing lines of code associated with the design and development of software for such things as interfaces, interoperability, etc. in addition to or to address gaps with COTS Software.

2.1.5 Hardware

All activities associated with detailed design, fabrication, assembly, and checkout of all Hardware Configuration Items (HWCI)s).

2.1.6 Hardware/Software Integration, Assembly, Test & Checkout

All integration activities to perform site integration, assembly, and checkout of hardware and software for the ERA system.

2.1.7 Training

All activities associated with designing, developing, and delivering training services, aids, and materials used to train ERA system end-users, NARA engineering personnel, and all others who will need to be trained on the use of some component of the ERA system.

2.1.8 Facilities & Physical Infrastructure Design & Development

Includes the cost of all activities associated with the design and development of facilities and physical infrastructure.

2.1.9 Production, System, and Operations Support Facilities

All costs for the lease, additional construction if needed, and utilities such as lighting, power, ventilation, water, air conditioning, cabling, etc., at each site where an instance of ERA will be operational.

2.1.10 Communications

Communications equipment purchased to support access, data transfer, and any other required communications related activities of the ERA system at each of the ERA sites.

2.1.11 Test & Evaluation

All testing and evaluation activities necessary to verify and validate that products meet specifications, satisfy requirements, and are operationally suitable and effective.

2.1.11.1 System Integration Testing

Ensures that all engineering design and development activities required for System Integration Testing are complete, that the system will meet specifications, and verifies that the new system is installed and operating properly. Development test and evaluation includes contractor and in-house activities associated with this effort, e.g., software validation and verification. All support activities (e.g., technical assistance, maintenance, labor, material, support elements, testing spares, etc.) required during this phase of testing are also included.

2.1.11.2 System Acceptance Testing

Ensures that all engineering design and development activities required for System Acceptance Testing are complete, that the system will meet specifications, and verifies that the new system is installed and operating properly. Development test and evaluation includes contractor and in-house activities associated with this effort, e.g., software validation and verification. All support activities (e.g., technical assistance, maintenance, labor, material, support elements and testing spares, etc.) required during this phase of testing are also included.

2.1.11.3 Test Bed Environment

All activities associated with development and construction of those special test facilities, test simulators, Test Beds and models required for performance of the operational tests necessary for offline software development. Hardware costs for the test environment should be part of the hardware costs identified in CE 2.1.5.

2.1.12 Logistics, Equipment, and Construction Support

All activities associated with the acquisition of logistics support, support equipment, and initial spares and repair parts to support and maintain parts of the ERA system through the complete delivery of the solution.

2.1.12.1 Logistics Support

All activities associated with Logistics Support and Maintenance (LSM) for hardware spares and repair parts purchased to compliment major ERA hardware purchases.

2.1.12.2 Support Equipment

All activities associated with acquiring equipment used for support of the ERA system.

2.1.12.3 Spares and Repair Parts

All activities associated with the acquisition, provisioning, packaging, handling, storage, and transportation of deliverable spare components, assemblies, and subassemblies used for initial replacement purposes in the system hardware. Includes the repairable spares and repair parts required as initial stock to support and maintain newly fielded systems or subsystems during the initial phase of service at all levels of maintenance and support.

2.2 System Operations and Support (O&S)

Includes the operations and support costs for ERA system increments after they are operational. Operations and Support (O&S) is the maintenance of all costs identified in the sub-sections within Section 2.1.

2.2.1 Program Management

Not Applicable

2.2.2 Hardware O&S

This CE includes costs incurred in providing maintenance and repair for ERA hardware regardless of who has ownership of the equipment or responsibility for repair. These costs include but are not limited to:

- Overhaul expenses,
- Programmed maintenance expense,
- Component repair,
- Minor facilities modifications and upkeep,
- Support equipment repair, and
- Administrative support required for maintenance operations.

All equipment covered in CE 2.1.5 is included.

2.2.2.1 Hardware

CE 2.2.2.1 includes all new purchases for ERA hardware after FOC. CE 2.2.2.1 is the continuation of all hardware costs identified in CE 2.1.5.

2.2.2.2 Hardware Maintenance

CE 2.2.2.2 includes maintenance costs for hardware purchases covered in CE 2.1.5, pre-FOC, and in CE 2.2.2.1, post-FOC. Also includes purchases for spares and repair parts, and all elements identified in CE 2.1.12, made after the ERA system is FOC.

2.2.3 Software Maintenance

All costs for the software maintenance of the ERA system. Includes the costs of software license upgrade fees negotiated with COTS software vendors that were first identified in CE 2.1.3. Also includes the costs of continuing software development required after FOC to support the ERA system.

2.2.3.1 Software COTS Upgrade / Maintenance

All fees required by COTS software vendors for upgrades and maintenance of the purchases identified in CE 2.1.3.

2.2.3.2 Software Development Maintenance

Costs of all new software development required, or maintenance to the software development identified in CE 2.1.4.

2.2.4 Unit/Site Operations

This CE includes personnel costs, as well as, fuel and power requirements, training, communications, facilities maintenance, etc.

2.2.4.1 Systems Operations Personnel

Contains all costs associated with personnel required to provide routine maintenance and operations support to the ERA system at various sites where ERA is distributed.

2.2.4.2 Facilities Lease and Maintenance

Contains all costs associated with facilities operations that can be directly attributed to ERA, whether incurred by NARA or by contractors. Facility renovation costs are included in this CE. This is a continuation of costs identified in CE 2.1.9.

2.2.4.3 Communications

Contains all costs for communications lines to and from several facilities that will house an instance of the ERA system.

2.2.4.4 Recurring Training

Contains costs incurred in maintaining the appropriate training services, devices, accessories, aids, and equipment for initial instruction of all functional area mission and systems operation personnel.

2.3 Status Quo Phase-out Costs

Not Applicable

2.4 Functional Area Mission (FAM)

Functional Area Mission (FAM) costs are intended to identify additions to NARA staff that will be needed to accomplish NARA objectives as users of ERA.

2.4.1 Personnel

This CE consists of additional NARA personnel who use the ERA system to perform their daily jobs. NARA is responsible for ingesting, preserving, and making accessible an increasing number of electronic records. To meet this responsibility, NARA will be required to either become more productive with an ERA system or increase the number of personnel to handle the increasing volume of electronic records or some combination thereof.

2.4.1.1 NARA Personnel

CE 2.4.1.1 aggregates the costs associated with engaging in the electronic records lifecycle management processes related to the incoming electronic records.

Pay scales used for archival staff should be the OPM 2003 General Schedule (Base), GS-13, Step 5. The exact annual rate per staff member is \$69,419. The factor, or burdened rate, to be used for benefits/expenses is 32.85%. This is to be calculated above the \$69,419. The total cost per archival staff member (salary + burdened rate) equals \$92,223.

2.4.1.2 Personnel Support Costs

CE 2.4.1.2 includes office equipment, furniture, and expenses to accommodate the personnel identified in CE 2.4.1.1 due to the incoming electronic records.

Attachment 14 to Section J

**CDRL Data Item Descriptions and
Guidelines**

Contract Work Breakdown Structure (CWBS) Data Item Description

The developer will use DI-MGMT-81334, Contract Work Breakdown Structure, approved March 25, 1993 (available at <http://assist.daps.dla.mil/online/start/>), as a format in which to deliver its CWBS. In addition, contractor-specified formats may be substituted whenever they contain all the required elements in a form suitable for ERA Program Management Office management.

Specific instructions for submission of the CWBS:

- 1) The developer shall use a single, product-based Contract Work Breakdown Structure (CWBS) as the basis for all contract work scope planning, scheduling, contract cost estimates, resource allocations, performance measurement, configuration management, and status reporting.
- 2) The developer's CWBS Index and CWBS Dictionary shall be extended from and include the ERA Program Work Breakdown Structure (PWBS) elements identified in Section J, Attachment 11.
- 3) The developer shall deliver the CWBS WBS Index and CWBS Dictionary in both hardcopy and Microsoft Project 2003 ".mpp" format once a month, on the 13th business day following the close of the developer's fiscal month.
- 4) The developer shall maintain and update the CWBS Index and CWBS Dictionary under configuration management control throughout the life of the contract.
- 5) The developer shall perform configuration control of CWBS codes to ensure the following business rules are followed:
 - a) CWBS Codes shall never be assigned to two different work elements during the life span of the ERA Program.
 - b) If any CWBS element is deleted, deactivated, or put on hold, then, its CWBS code will not be reused or deleted from the WBS in order to maintain history.
 - c) Work element events, such as completion or termination shall not result in modifications to the elements' original WBS code assignments.
- 6) Routine reporting for the purpose of completing the Cost Performance Report (CPR) shall be at CWBS level 6 for prime contractors and key subcontractors. Detailed reporting (i.e., below level 6) shall be required only for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a program. Reporting for completion of the Earned Value Management Data requirement will be at the lowest level of the CWBS. The ERA PMO and the developer will periodically review these levels to determine if they continue to meet the Government's management needs.

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- 7) The following data elements supercede DI-MGMT-81334 data elements for the CWBS Index (Part I of the CWBS). CWBS Index data elements shall include:
- a) CWBS Code.
 - b) CWBS Element Level. Enter the level of the CWBS element. Level 1 is the ERA Program. Levels 2, 3, etc., are successively lower levels of the program.
 - c) CWBS Element Name. Enter the title of each CWBS element.
 - d) Contract Line Item(s). Enter the numbers of the contract line item(s) associated with the CWBS element.
 - e) Performance Work Statement (PWS) paragraph number(s). Enter the applicable paragraph number(s) from the PWS.
- 8) The following data elements supercede DI-MGMT-81334 data elements for the CWBS Dictionary (Part II of the CWBS). CWBS Dictionary data elements shall include:
- a) CWBS Code.
 - b) CWBS Element Name. Enter the title of each CWBS element in the same order as given in Part I.

CWBS Definition. Enter a complete description of the technical and cost content of each CWBS element. The statement should be as descriptive as possible about the efforts, tasks, tests, components, etc., that are to be included in the CWBS element by the contractor. The CWBS Dictionary must be updated and maintained throughout the life of the contract. However, the updated dictionary shall be submitted no more frequently than the CCDR report submissions.

Integrated Schedule (IS) Data Item Description

The developer shall use DI-MISC-81183A, Integrated Master Schedule, approved February 9, 1996 (available at <http://assist.daps.dla.mil/online/start/>), as a format in which to deliver its IS. In addition, contractor-specified formats may be substituted whenever they contain all the required elements in a form suitable for ERA Program Management Office (PMO) management.

Specific instructions for submission of the IS:

1. Each deliver of the IS shall consist of three parts: the IS itself, an MS Project 2003 field map (described in bullet 7 below), and a schedule quality assessment (described in bullet 12 below).
2. The developer shall deliver an electronic copy of the IS to the ERA PMO, in Microsoft (MS) Project 2003 “.mpp” format, twice a month, on the 3rd and 13th business day following the close of the developer’s fiscal month.
3. The project schedule shall contain a single baseline schedule which is the schedule portion of the earned value Performance Measurement Baseline approved by the ERA PMO.
4. The developer shall update the project schedule to reflect a new baseline within 30 calendar days of any NARA-approved change to the baseline schedule.
5. The developer should update the project schedule to be current as of the Friday preceding delivery to the ERA PMO. In updating the schedules, the developer shall minimally update the Percent Complete (see bullet 8 below), Actual Start, and Actual Finish attributes for activities in progress. The developer shall revise planned start and finish dates for all activities that have not met their scheduled start or finish dates.
6. The project schedule delivered shall contain the developer’s current, best estimate of planned start and finished dates of all unfinished activities. Finished activities shall include their actual start and finish dates.
7. It is the intent of the ERA PMO to independently analyze earned value data delivered by the contractor. Therefore, it is necessary for the ERA PMO to understand the developer’s utilization of fields within MS Project 2003 to ensure compatibility with its earned value analysis tools: wInsight, Project Connect, and C/S Glue, produced by C/S Solutions. The initial delivery of the schedule should include an MS Project 2003 field map showing the MS Project 2003 field name, user defined field name for any customized fields, and a short description of how the developer uses each field and any value settings or business rules associated with each field. Any further changes to the configuration of MS Project 2003 fields should be documented in a revised MS Project 2003 field map accompanying subsequent deliveries of the IS. The delivery format for the field map is Microsoft Excel “.xls” format.
8. To facilitate ERA PMO analysis, for every activity, the developer shall identify an earned value method and store the code for it in the MS Project 2003 field “Number19”. The acceptable methods, their definitions, and their corresponding codes are as follows:
 - 8.1. 1-0/100 – 100% of BAC is credited to BCWP when activity is completed.
 - 8.2. 2-20/80 – 20% of BAC is credited to BCWP when the activity is started. The remaining 80% is credited when the activity is completed.
 - 8.3. 3-50/50 - 50% of BAC is credited to BCWP when the activity is started. The remaining 50% is credited when the activity is completed.

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- 8.4. 4-Other Milestone – The user enters the percentage of BAC to credit to BCWP for reaching a milestone. 100% of BAC is credited to BCWP when the activity is completed.
- 8.5. 5-Physical % Complete – $BCWP = \text{Physical \% Complete} \times BAC$
- 8.6. 6-Apportioned – BCWP are calculated based on the performance of other activities. The user enters the unique ID of the task(s) used as the basis for the calculation. $BCWP (\text{current task}) = [BCWP(\text{sum})/BAC(\text{sum})] \times BAC (\text{current task})$
- 8.7. 7-Level of Effort – $BCWP = BCWS$
9. Activities started but not complete shall include an estimate of their percent complete if the earned value method for those activities is based on percent complete (see bullet 7). Note that the percent complete used by the developer must be an earned value percentage of baseline (a physical percent complete) and not a duration-based percent complete as defined in the percent complete field in Microsoft Project default method.
10. Developers should use the following MS Project 2003 fields for the following purposes:
- 10.1. Number20 = earned value physical percent complete (as opposed to percent complete field in MS project 2003, see bullet 6 above)
- 10.2. Text4 = CWBS Code consistent with developer's CWBS
11. The following MS Project 2003 fields are reserved for Government use:
- 11.1. Cost1
 - 11.2. Cost2
 - 11.3. Cost3
 - 11.4. Cost10
 - 11.5. Duration1
 - 11.6. Duration2
 - 11.7. Duration3
 - 11.8. Finish1
 - 11.9. Finish2
 - 11.10. Finish3
 - 11.11. Flag1
 - 11.12. Flag6
 - 11.13. Flag7
 - 11.14. Flag8
 - 11.15. Number1
 - 11.16. Number2
 - 11.17. Number3
 - 11.18. Number4
 - 11.19. Number14
 - 11.20. Number15
 - 11.21. Number16
 - 11.22. Number17
 - 11.23. Number18
 - 11.24. Text5
 - 11.25. Text8
 - 11.26. Text9
 - 11.27. Text30

12. Prior to each delivery of the IS, the developer shall assess the quality of the schedule in order to determine whether it is sufficient to rely upon. With each delivery of the schedule the developer will deliver a schedule quality assessment report, in Microsoft Excel “.xls” format addressing the following:
- 12.1. Does the IS allow for the production of a pure logic activity plot for the entire critical path? The critical path being defined as a single series of continuously linked, non-summary, unconstrained activities that have a slack time (float) of between zero and +10 days?
 - 12.2. Is there a contractual requirement for all activities shown in the IS?
 - 12.3. Do all activities within the IS maintain a predecessor and successor relationship? If not, provide rationale justifying exceptions.
 - 12.4. Do all activities have an owner?
 - 12.5. How many activities are constrained and why?
 - 12.6. How many non-summary activities were scheduled to start or finish by Tim Now date but have not?
 - 12.7. Does the schedule conform to DI-MISC-81183A, Integrated Master Schedule, approved February 9, 1996, or to the contractor-specified format chosen for delivery?
 - 12.8. Are all WBS levels represented in the schedule consistent with the current CWBS?
 - 12.9. Do all activities have an earned value method identified in the MS Project 2003 Number19 field?
 - 12.10. Was the schedule statused on the Friday prior to delivery?

Cost Performance Report (CPR) Data Item Description

The developer shall use DI-MGMT-81466, Cost Performance Report, approved October 19, 1995 (available at <http://assist.daps.dla.mil/online/start/>), as a format in which to deliver its CPR. In addition, contractor-specified formats may be substituted whenever they contain all the required elements in a form suitable for ERA Program Management Office (PMO) management.

Specific instructions for submission of the CPR :

1. The developer shall deliver CPR formats 1, 3, 4, and 5. Format 2 is not required.
2. The developer shall deliver electronic and hard copy versions of the CPR to the ERA PMO one time per month, on the 13th business day following the close of the developer's fiscal month.
3. Electronic CPR data must be delivered to the ERA PMO in a format compatible with its EVM analysis tools, the C/S Solutions suite using wInsight, Project Connect, and C/S Glue. EVM data shall be delivered in one of the following two formats. Information on these formats can be found at the following URL: <http://www.cs-solutions.com/support/support.html>.
 - 3.1. ANSI X12 839 EDI format
 - 3.2. wInsight compatible XML format
4. If the electronic data submission for the current month contains data for the previous month (or multiple previous months) as well, the data for the previous month(s) must be exactly the same as it was when the previous month's data was originally submitted.
5. Electronic CPR data also shall be delivered in Microsoft Word ".doc" and Microsoft Excel ".xls" format.

For Format 5 – Explanations and Problem Analyses, Cost and Schedule Variances, Written variance analyses will be provided for +/- \$25,000 current cost and schedule variances, +/- \$50,000 cumulative cost and schedule variances, and +/- \$125,000 variances at completion. Additionally, all instances of negative BCWS, BCWP or ACWP will be explained. The ERA PMO and the developer will periodically review these cost and schedule variance thresholds to determine if they continue to meet the Government's management needs.

Contract Funds Status Report (CFSR) Data Item Description

The developer shall use DI-MGMT-81468, Contract Funds Status Report (CFSR), approved October 19, 1995 (available at <http://assist.daps.dla.mil/online/start/>), as a format in which to deliver its CFSR. In addition, contractor-specified formats may be substituted whenever they contain all the required elements in a form suitable for ERA Program Management Office (PMO) management.

Specific instructions for submission of the CFSR :

1. The developer shall deliver electronic and hard copy versions of the CFSR to the ERA PMO one time per month, on the 13th business day following the close of the developer's fiscal month.
2. Electronic CFSR data must be delivered to the ERA PMO in PDF, Microsoft Word ".doc", and Microsoft Excel ".xls" format

Earned Value Management (EVM) Data Guidelines

The ERA PMO will use EIA 748-A, EIA Standard-Earned Value Management Systems, January 2002, as the basis for evaluating the validity of data from the developer's Performance Measurement Baselines (PMB).

Specific instructions for submission of the earned value management data :

1. The developer shall deliver an electronic copy of the EVM data to the ERA PMO one time per month, on the 13th business day following the close of the developer's fiscal month.
2. EVM data must be delivered to the ERA PMO in a format compatible with its EVM analysis tools, the C/S Solutions suite using wInsight, Project Connect, and C/S Glue. EVM data shall be delivered in one of the following two formats. Information on these formats can be found at the following URL: <http://www.cs-solutions.com/support/support.html>
 - 2.1. ANSI X12 839 EDI format
 - 2.2. wInsight compatible XML format
3. The developer shall not re-baseline their performance measurement baseline without the prior permission of the ERA PMO change control board. Re-planning of future work that does not change the contract budget, period of performance and/or scope, however, does not require change control board approval.
4. The developer shall not under any circumstances adjust cost performance data (BCWS, BCWP, ACWP) from prior months. Any errors, accounting adjustments or approved re-baseline actions shall be recorded as a single point adjustment in the current reporting month.
5. The developer shall ensure that its subcontractors comply with the intent of the EVM guidelines and report their data accurately and in time for inclusion the developer's Cost Performance Report (CPR).
6. For calculation of BCWP using a percent complete earned value method, the developer must use an earned value percentage of baseline (a physical percent complete) and not a duration-based percent complete as defined in the percent complete field in Microsoft Project default method. See Integrated Schedule Data Item Description (Attachment 16 of Section J), bullet 9, for further information.

The developer shall establish a Performance Measurement Baseline (PMB) covering the entire technical scope of contracted work and shall include realistic schedules integrated with the proper amount and mix of resources necessary to meet contract requirements.

Life Cycle Cost (LCC) Data Item Description

The developer shall use a contractor-specified format for delivery of the LCC estimates provided that they comply with data elements described in Attachment 13 to Section J, Cost Element Structure Data Dictionary.

Specific instructions for submission of the LCC Estimates :

1. The developer shall deliver electronic and hard copy versions of the LCC estimates to the ERA PMO nine months from contract award.
2. The developer shall deliver the electronic copy of the LCC estimate in Microsoft Excel “.xls” format.
3. The developer shall document all basis of estimates, assumptions, ground rules, constraints, and methodology associated with the LCC estimate.
4. The developer’s format shall provide identify costs in each cost element on a yearly basis through 2020. The format shall provide sheets that sum the totals of subordinate cost elements at each level.

**Section K – Representations, Certifications,
and Other Statements of Offerors**

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Representations & Certifications

1.0 CLAUSES INCORPORATED BY REFERENCE

- 52.203-11 Certification And Disclosure Regarding Payments To InflAPR 1991
Transactions
- 52.222-38 Compliance With Veterans' Employment Reporting RequiDEC 2001

2.0 CLAUSES INCORPORATED BY FULL TEXT**52.204-3 Taxpayer Identification (OCT 1998)**(a) *Definitions.*

“Common parent,” as used in this solicitation 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 a Federal Government;

Other. State basis._____

(e) *Type of organization.*

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- 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)

52.204-4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 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

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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 non-responsible.
- (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)

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 (check applicable block) 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 Address, City, Code)	Name and Address of Owner and Operator Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541512, Computer Systems Design Services.
- (2) The small business size standard is \$21 Million.
- (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.

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(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 for 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.

(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.

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(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 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

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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)

52.219-22 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 this 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)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an Offeror unless the Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

() (1) The Offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

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() (2) The Offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It has () has not () participated in a previous contract or subcontract subject to 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)

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)

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52.223-13 -- 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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(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, 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 the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily 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)

52.225-2 - Buy American Act Certificate (June 2003)

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a).

(b) Representation. The Offeror represents that it--

() is () is not a historically black college or university;

() is () is not a minority institution.

(End of provision)

52.227-6 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)

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 a contract 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 offer 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

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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)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 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,

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the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

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

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

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

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

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

(3) Certificate of Monetary Exemption.

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

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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 ninety (90) days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

The Offeror hereby claims an exemption from the CAS 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 subparagraph (a)(3) of the CAS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

(End of clause)

**Section L – Instructions, Conditions, and
Notices to Offerors**

Section L: Instructions to Offerors

1.0 FAR Clauses

1.1 CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Numbering System	OCT 2003
52.211-1	Availability of Specifications Listed in the GSA Index of Specifications, Standards and Commercial Item Descriptions	AUG 1998
	101-29	
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance	FEB 1999
52.232-13	Notice of Progress Payments	APR 1984
	(Fixed Price Only)	
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
	(Fixed Price Only)	

1.2 CLAUSES INCORPORATED BY FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

52.215-1 -- Instructions to Offerors -- Competitive Acquisition (MAY 2001), Alternate II (OCT 1997)

As prescribed in 15.209(a), insert the following provision:

Instructions to Offerors-Competitive Acquisition (May 2001)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

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

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

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

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

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

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

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

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

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

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

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

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

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

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

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

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(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

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

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

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

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

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

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when,

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despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

(11) The Government may disclose the following information in postaward debriefings to other Offerors:

(i) The overall evaluated cost or price and technical rating of the successful Offeror;

(ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates an award of a contract with various contract types, i.e., Firm Fixed Price and Cost Plus Award Fee.

(End of clause)

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 General Accounting Office (GAO), shall be serviced on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

ERA Program Management Office
National Archives and Records Administration
8601 Adelphi Road
Room B-550 (Attn: Madan Kar, Contracting Officer)
College Park, MD 20740-6001

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

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(End of provision)

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

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

<http://www.arnet.gov/far/>

(End of provision)

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

1.3 Formal Communications – Request for Clarification

- (a) Formal communications and specific requests for clarification(s) and/or information concerning this solicitation shall be submitted via email at ERA.Acquisition@NARA.gov, or in writing, to the Contracting Officer at the following address:

ERA Program Management Office
National Archives at College Park
Room B-550
8601 Adelphi Road
College Park, MD 20740-6001
Attn: Madan M. Kar
Contracting Officer

- (b) Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. Questions must be received no later than 15 calendar days after the date of this solicitation. Questions sent via e-mail to Era.Acquisition@NARA.gov will be considered to be in writing upon receipt. Email attachments, if any, must be in MS Office 2002 format. Responses to questions will be posted by email to all potential Offerors who have formally indicated their intention to bid. Responses will be considered to be in writing when posted.
- (c) No information concerning this solicitation or requests for clarification will be provided in response to telephone calls. No return calls will be made in response to telephone inquiries.

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2.0 INSTRUCTIONS

This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal.

2.1 General Instructions

- (a) Potential Offerors must submit a Letter of Intent to Bid within five (5) calendar days from the date of this solicitation. The Letter of Intent to Bid may be sent via email to ERA.Acquisition@NARA.Gov or in writing to the CO at the address provided in Section 1.3 (a). The Letter of Intent must also include an indication of the number of people from Offeror's Team who will attend the Bidders Conference. Only companies who send a Letter of Intent to Bid within the required five days will be considered as Offerors for this acquisition. Only these Offerors will be sent amendments as well as questions and associated responses from the Government.
- (b) The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. Non-conformance with the specified organization, content, and page limitations may result in an unfavorable proposal evaluation. All claimed technical, management, performance, and schedule capabilities shall be realistic and are subject to verification by the Government.
- (c) The Offeror's proposal shall consist of a written submittal. All information provided by the Offeror, consistent with the constraints of this RFP (e.g., page limitations), is subject to evaluation as described in Section M.
- (d) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather should provide convincing rationale to address how the Offeror intends to meet these requirements.
- (e) The Offeror shall assume that the Government has no prior knowledge of Offeror's facilities and experience. The Government will base its evaluation on the information presented in the Offeror's proposal and, if a visit is made to the Offeror's site, on the information collected during the site visit.
- (f) Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.
- (g) In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one (1) copy of all unsuccessful proposals. The Government will destroy the extra copies of unsuccessful proposals.

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2.2 General Information

The following is additional general level information about proposal submission.

2.2.1 Discrepancies

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale.

2.2.2 Reference Information

Reference documentation related to this acquisition is located on the ERA web site at: http://www.archives.gov/electronic_records_archives/acquisition_information.

2.2.3 Price and Cost Information

All cost or pricing information shall be addressed ONLY in Volume IV, Cost/Price in Offeror's proposal. Cost trade-off information, work-hour estimates, and types of material and quantities may be used in the Technical Proposal volume only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

2.2.4 Cross-referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use does not impair clarity.

The Offeror shall provide a Proposal Master Cross Reference Matrix for Volumes I through III, indicating by section and paragraph the proposal or proposal attachment paragraphs that address a referenced RFP element. Cross-references must be made to RFP Section L (Instructions to Offerors), Section M (Evaluation Factors for Award), the SOO, PWBS, and other RFP items as appropriate. The Offeror shall include the proposal Master Cross Reference Matrix as an attachment to each of Volumes I through III.

2.2.5 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify major sections in all volumes.

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2.2.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. The glossary shall also include definitions of key terms used in that proposal volume.

2.2.7 Page Size and Format

Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point. Font shall be Times New Roman for text. Fonts other than Times New Roman may be used for graphics. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages shall be clearly numbered within section, with the section number followed by the page number; e.g., Page 1-20 Header and footer information, such as page numbers, may appear in the top and bottom margin areas. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. Foldout pages shall fold entirely within the volume and shall not exceed 11 by 17 inches in size. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. For tables and charts containing textual material, the text shall be no smaller than 10 point. For graphics, the font shall be no smaller than 8 point. If color is used, any pages containing color shall be clearly legible and understandable if printed in black and white. These limitations shall apply to both electronic and hard copy proposals.

2.2.8 Binding and Labeling

Each volume of the proposal should be separately bound in a three-ring loose leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data should be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

2.2.9 Electronic Offers

Electronic copies shall be delivered on Intel-compatible, virus-free CD ROMs. Indicate on each CD-ROM the volume number and title. Use separate files to permit rapid location of all portions, including exhibits, supplements, and attachments, if any. Files shall be uncompressed, and have no password protection or encryption so that the Government may copy the files for its own internal use. Volumes I through III may be combined on one CD; volume IV (Cost/Price) must be stored on a separate CD. For each submission, all CDs shall be placed in plastic sleeves in one separate binder or into a CD Case. The electronic copies of the proposal shall be submitted in Microsoft Office 2002 (Word, Excel, PowerPoint) or Microsoft Project 2003

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format. In the event hardcopy and softcopy content conflict, hardcopies will take precedence over softcopies.

2.2.10 Distribution

The “original” proposal shall be identified. The total hard copies (including the original) of all volumes listed in Table 2-1, Proposal Organization, shall be addressed to the Contracting Officer (CO), Attn.: Madan Kar, ERA Program Management Office, National Archives at College Park, Room B-550, 8601 Adelphi Road College Park, MD 20740-6001. All proposal material must be delivered not later than 12:00 p.m. Eastern Standard Time on the required submission date. Proposals shall be delivered in cardboard containers no bigger than 18" long by 13" wide by 13.5" tall. Hand deliveries shall be made to the Archives II rear entrance at 3301 Metzert Road. Offerors are cautioned that they will need to process through NARA Archives II security in order to gain access to the building and should allow appropriate time. Offerors should also note that any packages that they bring into Archives II will need to pass through security scanning equipment or will be subject to physical inspection. Visitors should call the ERA Program Management Office at 301-837-0405 (primary) or 301-837-1479 (alternate) for escort.

2.3 Proposal Organization and Format

- (a) The Offeror shall prepare the proposal as set forth in **Table 2-1, Proposal Organization** below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the specified number of copies. The volumes identified in the table shall be separately bound in three-ring, loose-leaf binders. A Table of Contents, Glossary, and Cross-Reference Matrix (see Section 2.2.4, Cross Referencing) are required for all volumes, but are not listed in **Table 2-1**. If **Table 2-1** conflicts with any other requirement, direction, or provision of this solicitation, the other reference shall take precedence over this table.

Volume/ Section	Volume/Section Title	Hard Copy Qty *	Soft Copy Qty.	Page Limit
	Letter of Transmittal			2 Pages
I	TECHNICAL	10	2	
Section 1	Technical Solution and Approach			100 Pages
	Requirements Verification Matrix			No Limit
Section 2	Systems and Software Engineering Methodology			50 Pages
Section 3	Life Cycle Cost Qualitative Description			5 pages
II	MANAGEMENT	10	2	

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Volume/ Section	Volume/Section Title	Hard Copy Qty *	Soft Copy Qty.	Page Limit
Section 1	Management Team			10 Pages general description, plus 2 pages per resume, and 1 page per position description
Section 2	Management Plan and Approach			
	Management Plan			
	- Summary Description			5 Pages
	- Contract Work Breakdown Structure			No Limit
	- Performance Work Statement			No Limit
	- Contract Data Requirements			No Limit
	- Integrated Plan			No Limit
	- Integrated Schedule			No Limit
	- Award Fee Plan			No Limit
	Management Approach			50 Pages
III	PAST PERFORMANCE	10	2	
	- Relevant Contracts (5 for Offeror, Plus 2 for major subcontractors)			2 pages for an overview; 6 pages per contract submitted
	SW-CMM/CMMI Compliance Information			2 pages
	- Organizational Structure Change History			No limit
IV	COST/PRICE	6	2/2/1**	No Limit
	Cost/Price Information			No Limit
	Life Cycle Cost Estimate			No Limit
	Contract Documentation			

* The hard copy quantity includes one (1) original.

** Two (2) softcopies that are write protected (read only) and two (2) softcopies that are not write protected (all cost information must be capable of manipulation for the benefit of the CO) ; and one (1) redacted copy without labor rates or prices for labor.

Table 2-1: Proposal Organization

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- (b) A letter of transmittal or executive cover letter shall be included within Offeror's proposal submission. This cover letter will not be counted against the page limitations of the proposal. This letter shall not exceed two (2) pages in length. Phone numbers for points of contact including the company or division's executive officer or Vice President, program manager, program manager alternate, and contracting officer shall be provided.
- (c) The Offeror shall provide the completed Proposal Master Cross Reference Matrix as an attachment to Volumes I through III. This cross reference matrix is excluded from the page limit.
- (d) A master table of contents of the entire proposal shall be provided as an attachment to Volumes I through III. This master table of contents is excluded from the page limit.
- (e) Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When both sides of a sheet contain printed material, it shall be counted as two (2) pages. Foldout pages count as one page. Foldouts deemed to have been used as replacements for text as a means to reduce page counts shall be counted as two (2) pages. Each page shall be counted except the following: Cover pages, tables of contents, tabs and glossaries, and specific items that are explicitly exempted from page counts.

The remaining sections describe the required contents of each volume of the Offeror's proposal.

2.4 Offeror Attendance at Meetings

Attendance of Offeror personnel and subcontractors at meetings will be limited to those individuals required for the accomplishment of the objectives at the meetings. The Government requires that at least one of the individuals attending the meetings be an authorized officer of the firm who has the authority to commit the firm and its resources.

3.0 VOLUME I, TECHNICAL

The Offeror shall provide information about its technical solution and approach in this volume.

3.1 Section 1 – Technical Solution and Approach

Based on its understanding of the problem, the Offeror shall present its understanding of the Government's vision of and need for ERA, and propose its technical solution for ERA for evaluation purposes.

3.1.1 Understanding of the Problem

The Offeror shall describe at a conceptual level its understanding of NARA's business processes, including those required for the long-term preservation of and access to authentic electronic

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records. Summarize the technical challenges and risks associated with electronic records archiving. Describe at a conceptual level the technical solution required to develop and deploy ERA.

3.1.2 ERA System Architecture

Offeror shall describe its proposed top-level architecture for the ERA, including major archival and operational functions, processing flows, and operational flexibility.

- (a) Describe the features of the architecture that specifically demonstrate that the architecture is evolvable, scalable, and extensible over time.
- (b) Describe Offeror's approach to ensuring portability to new computer hardware and operating systems.
- (c) Describe Offeror's approach to integration of COTS software products and minimizing future costs by replacing COTS components from one vendor with COTS components of similar capability from a different vendor.
- (d) Identify the industry accepted standards utilized by the architecture. These standards would include specifications for interfaces, data formats, control and status, operating environments, etc. Identify the Application Programming Interfaces (APIs) provided by the architecture, their functions and standards that apply to them, and their role in supporting architecture evolvability, extensibility, and technology insertion.
- (e) Describe any technical requirements that will be imposed on external systems to enable them to interface with components in the architectural framework.
- (f) Describe how Offeror's architectural framework will:
 - Support current and potential future system security requirements (Agency and Statutory),
 - Support system performance requirements, and
 - Support requirements for interfaces with systems external to ERA.
- (g) Describe the features of the architecture that specifically demonstrate that it will provide the ability for NARA to reproduce authentic copies of records on future technologies.

3.1.3 ERA Design

Describe a design for the ERA that is consistent with the proposed architecture. This design is solely for proposal evaluation purposes to determine Offeror's depth of understanding of the ERA and its requirements.

- (a) The design must explicitly show how the Offeror will accommodate ERA's system functionality and performance needs and requirements as they relate to the implementation of this system. The Offeror shall demonstrate the extent to which the requirements of the

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program are understood, including allocation of requirements to hardware, software, and operations.

- (b) The Offeror must provide a Requirements Verification Matrix (RVM) that clearly maps all requirements in the *ERA Requirements Document (RD)* to the proposed design. This matrix shall be provided as an appendix to the technical volume. The RVM will not be subject to the page limitations in **Table 2-1**. This matrix must be strictly a cross reference, and may not include any additional “selling” information.
- (c) List the make or buy decisions related to COTS, Non-Developmental Item (NDI), and developed software reflected in the design, summarize the basis for those decisions, and describe why this will balance performance, schedule, risk, and life cycle cost.
- (d) Detail specifics about any recommended COTS products as they relate to the functional requirements detailed within this RFP. Detail the relationship between these software packages and explain how system integrity will be maintained through technology upgrades of that software. For each COTS product in the design provide a level of assurance that it will be supported by its vendor for the duration of the contract; and describe the risk mitigation approach if its vendor fails to provide support.
- (e) The Offeror should avoid using COTS/NDI products that require modification by the vendor for use in the ERA system. The Offeror shall provide information on any COTS/NDI products in its design that require modification, including information on the extent and cost of such modifications.
- (f) Describe the security features of the design.
- (g) Describe how the design will ensure ease of maintenance.
- (h) Describe any elements of your technical solution that deviate from the Enterprise Architecture (EA) requirements of the *ERA RD*. NARA currently uses Siebel for Customer Relationship Management software. Offerors should be aware that for non-compliant elements to be used in the actual design produced during the System Analysis and Design Phase, EA deviations will be required from NARA via a formal waiver process.

3.2 Section 2 – Systems and Software Engineering Methodology

The proposal shall include a description of the systems and software engineering processes that the Offeror shall apply to the ERA. In addition, the Offeror’s approach to O&S shall be described.

3.2.1 Systems Engineering Approach

Define Offeror’s processes to ensure a disciplined and rigorous systems engineering and integration approach to develop the ERA.

- (a) The Offeror shall describe its approach to integrating developed software, vendor software products, databases, business rules, platforms, networks, and other elements.
- (b) Describe the systems engineering and integration tools that will be used.

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- (c) Identify and describe the lifecycle model that will be used, and provide the rationale for selecting this model.
- (d) Describe the Offeror's approach to defining phases and incremental development, including the sequence of releases, and any iterative development approaches.

3.2.2 Software Engineering Approach

Describe Offeror's technical and management approach for designing, developing, integrating, and deploying software to meet ERA system functional and performance requirements.

- (a) Identify and describe the methods that will be used for each of the following: system and software requirements analysis; system, computer network and software architecture design; database conceptual, logical, and physical design; and detailed design of application software.
- (b) Discuss Offeror's approach to prototyping, including methods and providing access to the government. Indicate where prototyping is applicable and how the results of prototyping will be exploited in its software development process.
- (c) Identify the automated tools that will be used for system, software, database, and Graphical User Interface design. If software tools from more than one (1) vendor will be used, describe how the data output by all of these tools will be made and kept consistent throughout development. Identify what data generated through the use of software tools will be made available to the Government.
- (d) Describe Offeror's approach to identifying, specifying, and tracking the development status of interfaces, including external interfaces and internal interfaces.
- (e) Describe the guidelines and practices that will be used to reduce software design complexity and improve design understandability. Also describe the metrics that will be collected and used to support Offeror's continuous process improvement of its software engineering processes.
- (f) Specify or describe the standards that the Offeror intends to apply to this effort. The standards must be voluntary consensus standards accepted industry-wide such as those published and controlled by the American National Standards Institute (ANSI) or other ANSI certified organization such as the Institute of Electrical and Electronics Engineers (IEEE) or the Electronic Industries Alliance (EIA). The IEEE/EIA 12207.0-1996, *Industry Implementation of International Standard ISO/IEC 12207.1:1995, (ISO/IEC 12207) Standard for Information Technology — Software life cycle processes* and the IEEE Std 1220 -1998, *IEEE Standard for Application and Management of the Systems Engineering Process* is NARA's preferred software process standard.
- (g) For each major delivered system release, the Government expects to conduct or participate in requirements and design-related formal reviews, including Requirements Reviews (RRs), Preliminary Design Reviews (PDRs), and Critical Design Reviews (CDRs). Discuss Offeror's approach to support these activities, including relative roles of the

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developer and the Government. The Offeror may propose alternative approaches if the above activities are inconsistent with their processes and procedures.

3.2.3 Requirements Management

The Offeror's proposal shall describe the processes the Offeror will use in capturing, modeling, documenting, and managing business and technical requirements.

- (a) Describe Offeror's requirements definition and management process, including the approach to ensure that allocated requirements are complete, consistent, and correct. Identify any tools and metrics that will be used in this approach. Indicate what data about the requirements process will be made available to the Government.
- (b) Describe Offeror's process to identify and manage all of the effects or impacts that a requirements change has caused.

3.2.4 Quality Management

The Offeror shall discuss the extent to which the Offeror's organizational structure and processes will promote quality. The Offeror's proposal shall describe the Offeror's processes for continuous quality improvement and should present the Offeror's method to measure quality improvement.

- (a) Describe the responsibility, processes, and products of Offeror's Quality Management (QM) program relative to ensuring that processes, standards, and conventions are followed.
- (b) Describe the responsibility, methods, and products of the QM organization relative to technical or product verification.
- (c) Describe the documentation and metrics from QM activities that will be made available to the Government. Describe any tools used to support QM activities. Describe Offeror's approach for interfacing with the ERA PMO QM organization.

3.2.5 Configuration Management

The Offeror's proposal shall describe the Offeror's approach for performing Configuration Management (CM) for all work products produced during the entire systems engineering lifecycle.

- (a) Describe Offeror's CM approach and process, including the following.
 - The baselines that will be controlled, such as functional, allocated, product, and production baselines.
 - Change control of developmental and other contractor controlled baselines.

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- Configuration identification, configuration control, and status accounting. The Government has specified configuration identification rules for delivered configuration items in the *ERA Configuration Management Plan (CMP)*, which is available on the ERA web site. The Offeror shall commit to adherence to these rules.
 - Formal configuration audits and reviews.
- (b) Describe the CM that will be imposed on hardware, developed software, documentation, COTS and NDI software, and development environment tools.
- (c) Identify the automated configuration tools that will be used and how those tools will be integrated with the systems engineering process.
- (d) Identify what CM documentation and metrics will be provided to the Government, and describe how this information will be made available. Describe Offeror's approach for interfacing with the ERA PMO CM organization.
- (e) For major delivered system releases, the Government expects to conduct or participate in Functional Configuration Audit (FCAs) and Physical Configuration Audits (PCAs). These would normally occur at the contractor's site. Discuss Offeror's approach to support for these activities, including respective roles of the developer and the Government. The Offeror may propose alternative approaches if the above activities are inconsistent with their processes and procedures.
- (f) The Government intends to manage changes to delivered system baselines through a Government controlled Configuration Control Board (CCB) and related Engineering Review Board (ERB) as described in the ERA CMP. Discuss Offeror's approach to supporting the CCB and ERB, including respective roles of the developer and the Government.

3.2.6 Test and Evaluation

The Offeror shall describe the Offeror's approach in testing system components, services, systems, and subsystems.

- (a) Describe Offeror's approach to its internal test and evaluation activities, including the levels of testing that will be performed, such as unit, integration, and system testing. Discuss test planning, execution, and reporting, including building, configuration, maintenance of test environments, and utilization of automated testing tools.
- (b) Identify the documentation and metrics that will be generated relative to testing, and what part of this documentation will be made available to the Government.
- (c) Define Offeror's approach for Government participation/insight into test plan, test case and test procedure development, and test execution and reporting.

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- (d) Describe Offeror's process for finding, tracking, closing, and reporting defects of all kinds, including what data is tracked and the visibility of this data to project staff and to the Government.
- (e) Discuss how CM will be performed during integration testing to control the fixes to problems found and to document the configuration of each release.
- (f) For each major delivered system release, the Government will prepare and execute an Acceptance Test Plan and associated test cases and test procedures. In addition, for operational releases, the Government will conduct Production Acceptance Testing, Installation Testing, and Operational Acceptance Testing. In addition, the Government expects to conduct or participate in testing-related formal reviews associated with delivered major system releases, including Test Readiness Reviews (TRRs) and Operational Readiness Reviews (ORRs). These would normally occur at the contractor's site. In addition, the Government may elect to engage in IV&V testing at any point in the development process. Discuss Offeror's approach to support these activities, including respective roles of the developer and the Government. The Offeror may propose alternative approaches if the above activities are inconsistent with their processes and procedures.

3.2.7 Operations and Support Approach

The Offeror shall describe its approach to O&S of the operational ERA system.

- (a) Describe Offeror's approach to computer operations, including performance monitoring, and continuity of operations and disaster recovery.
- (b) Describe Offeror's approach to network operations, including performance monitoring, and continuity of operations and disaster recovery.
- (c) Describe Offeror's approach to hardware operations support including but not limited to: maintenance tracking, spares inventory and replenishment, lifecycle support including upgrading and retiring out dated equipment and continued analysis of desktop specification requirements.
- (d) Describe Offeror's approach to COTS software support including but not limited to: tracking license renewals; ensuring adequate support levels; and handling of new patch releases, including determination of impacts on other software, and configuration control including Government approval for patch releases.
- (e) Describe Offeror's operational approach for achieving the system availability requirements in the *ERA RD*.

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- (f) Describe Offeror's approach to provision of Help Desk support, including hours of operation and levels of support.
- (g) Describe Offeror's approach to facility build out and preparation, for both secure and non-secure sites.
- (h) Describe Offeror's approach to establishing ERA system instances within prepared facilities.
- (i) Identify the documentation, reports, and metrics that will be generated relative to O&S, and how it will be made available to the Government.
- (j) Describe any other aspects of Offeror's approach to ERA O&S that provide exceptional value or benefit to the Government.

3.3 Section 3 - Life Cycle Cost Qualitative Description

Qualitatively describe how Offeror's design will enable effective Operations and Support (O&S) for the system, and how it will minimize the costs for O&S. Qualitatively describe how Offeror's design will minimize ERA Life Cycle Cost (LCC), including Government staffing levels.

Offeror shall provide an estimate of LCC for ERA through 2020, using the cost elements provided in Section J, Attachment 13, Cost Element Structure Data Dictionary (CEDD). This estimate shall be provided as an Appendix to Volume I, Technical, and will not be subject to page limitations. The estimate shall be based on FY 2004 dollars. The LCC estimate should be completed in accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, LCC Data Item Description. The LCC estimate should be included in Volume IV, Cost/Price.

4.0 VOLUME II, MANAGEMENT

This section shall describe the Offeror's approach to managing the ERA program.

4.1 Section 1, Management Team

The Offeror shall provide information about its overall team composition and structure, as well as information about its proposed management team.

4.1.1 Team Structure

Introduce the Offeror's team, including the major subcontractors and their roles and responsibilities with regard to the ERA. A Major Subcontractor is defined as any subcontractor that possesses 10% or more of the value of the contract, excluding subcontractors whose sole role is as a COTS vendor; or any subcontractor that the Offeror determines to be an important

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teaming partner critical to the success of the program. Offerors should identify the same “Major Subcontractors” in responding to all sections of all volumes where such identification is required.

An organization chart of the team shall be provided to show all key ERA personnel and to depict how the Offeror's team fits within the company. The organization chart shall start at the level of the Offeror's CEO and clearly identify the entire chain of command specifying the name, title, and division name and location. The lines of authority and responsibility, names, titles, and division names and locations of personnel responsible for CM, QA, and testing shall also be included. Describe the location of the project team's office, and show the location of subcontractor offices if not located at the team office. The Cost center for the project (e.g., the business center where project costs are collected and reported) shall be clearly identified.

- (a) Indicate the roles and responsibilities of the proposed subcontractors and the rationale for the assignments; include a chart depicting these elements.
- (b) Define the relevant capabilities that proposed subcontractors bring to the ERA project. Identify the value of each subcontractor by stating what their contribution will be and their qualifications. Identify the estimated percent of the program (in terms of overall dollar value) to be fulfilled by each subcontractor.
- (c) The Offeror shall describe its teaming agreements with its proposed subcontractors. Cite the duration of the agreements, and state the roles and responsibilities of each subcontractor if specifically designated in those agreements. Indicate any restrictions in the teaming agreements that might limit Offeror's ability to control the project or to respond effectively if subcontractor performance is inadequate. Specifically describe any arrangements where individual subcontractors are given a fixed percentage of the work, or have the sole right to perform specific portions of the work. Indicate any restrictions on the Offeror that would limit Offeror's ability to bring additional subcontractors onto the ERA project. Indicate any exclusive agreements with vendors that limit the Offeror to the use of specific vendor hardware or products in their ERA solution. Indicate any financial interest that Offeror has in companies providing COTS products proposed by Offeror in its notional ERA design.

4.1.2 Key Personnel and Staffing

Key personnel refer to both prime and subcontractor staff identified as key personnel. Identify the key personnel and show how their capabilities match the contract objectives and requirements. The Offeror shall identify, as key personnel, staff that will have day-to-day responsibility for the management of the ERA project as well as team leaders or critical technical experts responsible for ensuring the accomplishment of major ERA tasks.

- (a) The Offeror shall provide descriptions of the proposed key personnel positions. Describe the duties required for each position plus the required experience, skills, qualifications, and certifications for it. Each position description shall not exceed one page, and shall be in the Offeror's format.

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- (b) The Offeror shall identify key personnel who meet the requirements of the key personnel position descriptions, and provide resumes for each. Resumes shall include information indicating the individual's knowledge, and depth and breadth of experience relative to their required duties. Include relevant experience on projects similar to ERA. Experience may be in positions with current as well as former companies. Resumes shall be in Offeror's format and shall not exceed two (2) pages.
- (c) The Offeror shall describe how the proposed team will work together to manage the ERA project. Describe how the team's roles and individual key personnel capabilities will work together synergistically to successfully complete the program.
- (d) Provide a cross-reference matrix that maps key staff to critical skills.
- (e) Describe specific practices that will be followed on this project to retain key personnel.
- (f) Indicate how many persons not currently employed by Offeror or by a subcontractor that will be added to the project staff in the first two (2) months after contract award. Provide a staffing matrix showing the mix of current and new staff in Offeror's ERA project organization.
- (g) Provide a staffing profile for the entire duration of the contract. Show projected number of staff by labor category in semiannual increments.
- (h) NARA anticipates that two (2) personnel cleared for TS/SCI access will be required during the base contract period (System Analysis and Design Phase). Staff required for this phase must possess current Single Scope Background Investigations at contract award. Indicate availability of two TS/SCI cleared staff at contract award. Note that requirements for further cleared personnel will be addressed during the System Analysis and Design Phase.
- (i) Describe the degree of direct participation of the proposed key personnel in developing Offeror's proposed technical solution. If individuals other than key personnel played a significant role in developing Offeror's proposed technical solution, indicate the role and expected level of effort, if any, for those individuals on the contract.

4.2 Section 2, Management Plan and Approach

The Offeror shall provide information about its Management Plan and Management Approach.

4.2.1 Management Plan

The Offeror shall define a program management plan in the interrelated documents described below. Outline the proposed work in the Contract Work Breakdown Structure (CWBS) and define the scope of the proposed effort in the Performance Work Statement (PWS). Identify deliverables in the Contract Data Requirements List (CDRL), and in the PWS regarding other data items. Provide the plan for completing the work in the Integrated Plan including the

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approach for implementing the processes critical to the work. In the Integrated Schedule, provide a schedule for the activities in the Integrated Plan. The Integrated Schedule should be provided at a weekly level of detail for the System Analysis and Design Phase, biweekly for development of Increment One (1) and monthly for development of the remaining Increments for the planned work.

Describe the relationship between the CWBS, the PWS, proposed data items, the activities in the Integrated Plan and Integrated Schedule. Show why the scope of work in the CWBS and PWS, and the plan for the work in the Integrated Plan/Integrated Schedule, is aligned with and facilitates implementation of the Offeror's technical solution, and will meet the objectives and requirements of the RFP.

4.2.1.1 Contract Work Breakdown Structure

The Government's Program Work Breakdown Structure (PWBS) and PWBS Dictionary defined in Section J, Attachment 11, provides a structure that the Offeror shall use as the basis for the Offeror-developed CWBS. Any deviations from the PWBS should be identified and justified. The Offeror shall provide a CWBS in accordance with Section J, Attachment 14, CDRL Data Item Descriptions and Guidelines, Contract Work Breakdown Structure (CWBS) Data Item Description. Define a CWBS that is consistent with Offeror's proposed management and technical processes and products, and identifies all work and products required to meet the RFP objectives. The CWBS must encompass elements needed for all Increments. Provide a rationale for any deviations from the PWBS.

4.2.1.2 Performance Work Statement

Describe the work necessary to meet the Government's objectives, performance goals, and requirements as described in the SOO and *ERA RD*.

At a minimum the PWS shall address all tasks to complete all increments and all necessary tasks to provide technical and management support to the ERA. The PWS will generally describe "what" will be done and generally not describe "how" the work will be done, with exceptions in the areas of health, safety, or security. Appropriate performance measures should be in the PWS, and the Offeror shall tie their proposed Award Fee Plan to the PWS for the first award fee period of Increment 1. The PWS shall define all work to be performed and summarize data requirements and deliverables. Link each work task to the CWBS and to any associated CDRL and other data items. The PWS must encompass activities for all Increments. Describe any Government Furnished Information (GFI) or Government Furnished Equipment (GFE) that the Offeror believes will be necessary to perform the work under this contract. The PWS, upon award, will be placed in Section C of any resultant contract.

4.2.1.3 Contract Data Requirements List

Describe all data items that the Offeror proposes to formally deliver to the Government by expanding upon the existing CDRL in RFP Section J-4. Information provided for each

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document deliverable item should include document structure and content. If the content and structure of a given item is in conformance with a consensus standard, it is sufficient to reference that standard. Also provide document content and structure information for those CDRL items in RFP Section J-4 marked "In contractor format". All data requirements shall be traceable to one or more specific tasks defined in the PWS and Integrated Plan. Data requirements shall be specified using the Offeror format. Offerors shall provide a completed "Deliverable Technical Data and Computer Software" form as specified in CDRL item # 28 with their proposals

4.2.1.4 Integrated Plan and Schedule

The Integrated Plan shall capture the core activities and relate the processes necessary for the Contractor to achieve ERA program requirements. It must include performance metrics sufficient to monitor project activities. The Integrated Plan describes how the Offeror will complete the work defined in the CWBS, and as scoped and described in the PWS. The Integrated Plan shall be a single plan for the entire effort, including subcontractor activities. The schedule for completing Integrated Plan activities is the Integrated Schedule. The plan must encompass activities for all Increments.

4.2.1.4.1 Integrated Plan

The Integrated Plan represents up-front planning and commitment, provides the basis for lower-tier planning, and provides the basis for measurement of progress in accomplishing ERA objectives. Calendar dates shall not be used in the Integrated Plan. The plan must include provision for the major system releases identified in the SOO, including interim releases within each increment. For each major release the plan must provide for appropriate software lifecycle documentation and for Government reviews at key points in the release's lifecycle. The plan must also provide for appropriate Government audits.

4.2.1.4.2 Integrated Schedule

The Integrated Schedule shows the calendar schedule for the activities required to accomplish the Integrated Plan. Integrated Schedule activities should be limited to the minimum number of activities required to explain the program schedule. The Integrated Schedule shall be prepared in accordance with Section J, Attachment 14, Data Item Descriptions and Guidelines, Integrated Schedule (IS) Data Item Description and shall be constructed so that the data in the Integrated Plan can be readily traceable to the Integrated Schedule and the CWBS. The Schedule Quality Assessment identified in Item (1.) of the Integrated Schedule Data Item Description (Section J-14) should be omitted from the proposed Integrated Schedule. Provide an Integrated Schedule for the entire contract. Include activities for all CWBS elements.

4.2.1.5 Award Fee Plan

An Award Fee will be awarded and released to the contractor each six (6) month period in accordance with the Award Fee provisions of the contract.

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The Offeror shall propose an Award Fee Plan for the first six (6) month contract period following completion of the Systems Analysis and Design Phase. The Offeror should use the template provided in Section J-8, Award Fee Template as its guide to writing this first six month Award Fee Plan. The factor weights shown, however, must be used. Offeror should align its Award Fee Plan with the SOO, its PWS, and with any performance standards in its proposed PWS. The Offeror should indicate any assumptions of shared responsibility with the Government in achieving ERA's performance goals.

4.2.2 Management Approach

The Offeror shall describe its approach to the long-term management of the ERA project, including processes to direct, monitor, and control the work necessary to meet the RFP objectives and requirements. It should contain a concise narrative summary, including a highlight of any key or unique features, excluding cost/price.

4.2.2.1 Communication

Describe how the Offeror will facilitate communication with the Government via positive relationships that enable continuing insight, interaction with teams, ready electronic accessibility to all data items, periodic reviews, and demonstration of readiness to complete significant scheduled events.

- (a) Describe how the Offeror will facilitate ready Government electronic accessibility to contract deliverable items and all other planned data.
- (b) Describe any systems or tools that will be used to facilitate online Government access to contract data and status information.
- (c) Describe how Offeror will provide space at Offeror's facility on an as-needed basis for visits by ERA PMO personnel, including support contractor staff and IV&V staff. Offerors should assume a permanent requirement for space, desks, computers, phones, etc., for two (2) PMO Full Time Equivalent (FTE) staff persons during System Analysis and Design and seven (7) PMO FTE staff persons during Increments 1-5. Spaces for PMO staff should be private, and there should be additional space available for PMO team meetings.
- (d) The Government will be using an IV&V support contractor. Describe the Offeror's approach to working on a cooperative basis with IV&V, including providing on a timely basis access and work products to IV&V staff for inspection and assessment.
- (e) Describe Offeror's approach to working with the Government as a cooperative, cohesive team. Describe how Offeror will work with the Government to resolve problems and to provide early communications on any negative issues.
- (f) The ERA PMO uses Microsoft Office XP Professional for general office automation purposes, including Microsoft Access for small databases; Microsoft Project 2003 and

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Winsight for scheduling and Earned Value Management (EVM); Rational Clearcase for software CM; Rational Clearquest for change control; and Rational RequisitePro for requirements management. Indicate the degree of compatibility of the Offeror's tool set with these software products. Where the Offeror's corresponding tools are different, describe the Offeror's ability to export data in a format that is compatible with the ERA PMO's tools.

4.2.2.2 Risk Management

As described below, the Offeror must provide information about its risk management approach, and extend that to a projection of perceived risks to the ERA program.

4.2.2.2.1 Risk Management Approach

Describe the Offeror's risk organization and its approach to risk management including risk identification, risk characterization, risk mitigation, risk tracking, risk control, and risk officer responsibilities.

- (a) Describe the process for monitoring risk watch lists, metrics, and technical performance measures to periodically evaluate progress versus plans. Describe the extent to which this is a continuous process.
- (b) List risk metrics, and technical performance measures. Describe any tools that will be used for risk management.
- (c) Describe how the Offeror's approach for identifying risks and implementing corrective action will minimize cost and schedule impacts when significant deviations from the plan are anticipated or occur.
- (d) Describe the visibility that will be provided to the Government into the Offeror's risk status to assist the Government in assessing ERA implementation risks.
- (e) Describe any mechanisms that will be put in place to encourage project staff, including subcontractors, to report their concerns about potential risks to the Offeror's ERA Project Manager.

4.2.2.2.2 Projected ERA Risks

The Offeror's proposal shall describe the most important potential problem areas for the ERA, listed in decreasing order of program impact, including both management and technical areas. Provide a description of the problem areas and potential impacts on NARA in accomplishing the ERA program, including the probability that they will become actual problems, and the severity impact for each actualized risk. Describe for each risk a risk mitigation approach that will eliminate or reduce risk to an acceptable level.

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4.2.2.3 Performance Metrics

The Offeror shall propose Key Performance Parameters (KPPs) for meeting the Program Performance Objectives in the SOO. Describe the Offeror's proposed management processes for measuring, monitoring, evaluating, and reporting on performance against the Offeror's proposed KPPs and the necessary metrics for the Offeror's proposed Award Fee Plan.

All metrics should adhere to the following characteristics of software lifecycle data as defined in IEEE/EIA 12207.1-1997, *Standard for Information Technology – Software life cycle processes – Implementation Considerations*.

- Unambiguous: Data is described in terms that only allow a single interpretation.
- Complete: Data includes necessary, relevant requirements with defined units of measure.
- Verifiable: A person or a tool can check the data for accuracy or correctness.
- Consistent: There are no conflicts within the data.
- Traceable: The origin of the data can be determined.
- Presentable: The data can be retrieved and viewed.

The following metrics must at a minimum be maintained by the contractor and reported to the Government on a monthly basis.

1. Change Request Inventory
2. Defect Management
3. Software Size
4. Action Item Aging
5. Risk Containment and Monitoring including threats and vulnerabilities
6. Test Coverage

The Offeror is encouraged to propose additional metrics that are deemed to be useful in managing the project, and which may provide more detailed indicators of program status.

4.2.2.3.1 Earned Value Management

Propose and describe an Earned Value Management (EVM) process that will be used by the Offeror to manage the ERA project.

- (a) Indicate whether Offeror's Earned Value Management System (EVMS) is compliant with *EIA Standard EIA-748A, Earned Value Management Systems, January 2002*, and describe how the Offeror will ensure compliance with that standard and adherence to its processes.
- (b) Describe the how the EVM process will ensure the Offeror's ability to provide the following data requirements identified in Section J, Attachment 4, Contract Data Requirements List: Cost Performance Report (CPR) and Earned Value Management Data.

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- (c) Describe how the EVM process will ensure consistency between the CPR and Earned Value Management data requirements listed above and the Integrated Schedule (IS) and Contract Work Breakdown Structure (CWBS) data requirements described in Section J, Attachment 4, Contract Data Requirements List.
- (d) The Offeror should describe its process for planning and implementing corrective action for anticipated or actual deviations from its plans.

4.2.2.3.2 Other Performance Metrics

Describe the management processes that will be used on the ERA project for measuring, monitoring, evaluating, correcting, and reporting all aspects of project performance.

- (a) Identify and define all the metrics for early indication of potential problems that will be collected and reported to the Government on a regular basis and provide the rationale for selecting this set of metrics. Include the threshold value for each metric, which if exceeded, indicates a potential problem.
- (b) Describe the methods and tools that will be used to track project status, and identify the items for which the accuracy of tracking is the most sensitive.
- (c) Identify the data in the Offeror's performance tracking system that will be freely available to the Government. Indicate how this information will be made available.
- (d) Identify the information that will be made available to all persons on the software project team, and the methods for conveying this information. Conversely, describe the project status information that will be solicited from the team (including subcontractors), and the methods used to obtain it.
- (e) Describe how the performance measures provided to the Government will facilitate Government review of Offeror's performance.

4.2.2.3.3 Program Performance Measures

Describe Offeror's proposed management processes for measuring, monitoring, evaluating, and reporting on performance against the Offeror's proposed KPPs and the necessary metrics for the Offeror's proposed Award Fee Plan.

4.2.2.4 Subcontract Management

The Offeror shall describe its subcontract management approach IAW FAR 52.219-9, Small Business Subcontracting Plan (See Section I). The Offeror's subcontracting plan will be evaluated for compliance with a total small business goal of not less than 12% of the total dollar amount of each optional increment awarded. There is no small business goal set for the Base Contract, System Analysis and Design Phase.

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- (a) The Offeror shall describe its subcontractor management processes, including flow-down of requirements and procedures, and tracking subcontractor performance to ensure program technical and programmatic requirements are met. Describe how subcontractors will be integrated into the overall project. The Offeror must specifically describe how development subcontractor staff and activities will be integrated into the Offeror's SW-CMM / CMMI Level 3 (or higher) compliant processes and procedures.
- (b) Describe how effective communications and cooperative, cohesive relationships will be implemented with the subcontractors.
- (c) Describe how Offeror will meet the small business subcontracting goals of this contract in accordance with FAR 52.219-9.

5.0 VOLUME III – PAST PERFORMANCE

Each Offeror shall submit past performance information including Past Performance Questionnaires, SW-CMM/CMMI Compliance information, and organizational structure change history as specified below.

Each Offeror is required to submit the information for each relevant Government contract as well as the SW-CMM/CMMI compliance information and organizational change history 15 days prior to the date set for receipt of proposals. Failure to provide this information 15 days prior to the proposal submission date shall be cause for the Offeror's proposal to be rejected. The Master Cross Reference Matrix for Volume III shall be provided independently as a separate attachment to the Transmittal Letter at the proposal submission date. The Master Table of Contents for Volume III shall be provided independently as a separate attachment to the Transmittal Letter at the proposal submission date.

5.1 Relevant Contracts

The Offeror shall submit past performance information on five (5) recent contracts that the Offeror considers most relevant in size, scope, technology and complexity in demonstrating the Offeror's ability to perform the proposed effort. Referenced contracts must be those performed by the operating unit that will be performing the work for this contract. A recent contract is either a currently active contract on which the contractor has performed work within the past five (5) years or a contract which has been completed within the past three (3) years. Also include information on two (2) recent contracts performed by each major subcontractor that are considered to be most relevant in demonstrating their ability to perform the proposed effort.

Past Performance Questionnaires should be completed in accordance with the format contained in Attachment J-6. No past performance information shall be provided other than in the completed Past Performance Questionnaires. For classified contracts, Offers must submit

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unclassified information about those contracts. Contact points for classified contracts must be able to discuss Offeror's performance at an unclassified level.

Offerors are cautioned that the Government will use data provided by the Offeror in its proposal, as well as data obtained from other sources in the evaluation of past performance. The Offeror shall submit, along with the information required in this paragraph, a consent letter executed by each subcontractor, authorizing release of adverse past performance information to the Offeror so the Offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance. The consent letters and client authorization letters will not count toward the page limit.

5.2 Software CMM Compliance

The Offeror shall provide SW-CMM/CMMI evaluation information for the Offeror's proposed software organization that will be used to conduct software lifecycle activities for the development of ERA. Results must be made available from the most recent (not later than 18 months prior to the release of this RFP) SEI Software Capability Evaluation (SCE), CMM Based Appraisal for Internal Process Improvement (CBA-IPI), or Standard CMMI Appraisal Method for Process Improvement (SCAMPI) appraisal. The evaluation must have been performed by an independent evaluator. For SW-CMM the evaluation must demonstrate that the Offeror's process capability satisfies Level 3 or higher of the Software CMM, Version 1.1. For CMMI, the evaluation must satisfy Level 3 or higher (staged representation) of any of the Version 1.1 models of the CMMI. The Offeror shall describe the type of appraisal (i.e., Internal Process Improvement (IPI), SCE, or SCAMPI). There is a limit of two (2) pages for this information. This information shall not be provided for subcontractors, as they will be expected to conform to Offeror's SW-CMM/CMMI compliant processes and procedures.

5.3 Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between the conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition in terms of whether it was performed by the organizational unit which will be performing the work for this contract. To facilitate this relevancy determination, include a "roadmap" describing all changes within the last five (5) years in the organization of Offeror's company relevant to an understanding of Offeror's past performance. Also provide similar information for each major subcontractor submitting past performance information. Since the Government intends to consider past performance information provided by other sources as well as that provided by Offeror, the "roadmap" should be both specifically applicable to the efforts identified and general enough to apply to efforts on which the Government receives information from other sources. Also provide notice of any in process corporate mergers, or other significant planned or pending corporate reorganizations that would affect the ERA project.

6.0 VOLUME IV – Cost/Price

The Offeror shall provide sufficient information to allow Government evaluation of its proposed cost/price. Also provide identified contract documentation. Offerors should assume the Government will conduct a SCE or SCAMPI at the contractor's site once during the contract base period and once during the option period associated with each increment. Offerors should assume contract award of June 1, 2004 for costing purposes.

6.1 Facilities and Operations Costing Assumptions

Offerors shall assume the following locations and deployment schedule of system sites and instances for costing purposes only. These assumptions should not be used by the Offeror to develop their proposed technical solution. The number of sites, choice of physical location, and the configuration of ERA instances will be dependent on Offeror's own system design approach. Actual deployment approaches, number and location of sites, and level of Operations personnel will be defined during the System Analysis and Design phase of the contract via contractor/government analysis and negotiations.

6.1.1 Definitions

1. For each Increment the following should be considered.
 - a. It should be assumed that only the final system release for an Increment will be placed into operation.
 - b. Certain activities will be performed prior to or immediately after the Acceptance Testing (AT) of that Increment. AT for this analysis is assumed to encompass any Operational Readiness testing and/or IV&V work that may be scheduled by the government. This time period is termed "Increment Rollout" and may last from between 1-3 months depending on the Increment.
 - c. Activities to be performed during the Operational phase of the Increment are termed "Increment Operations." Increment Operations immediately follows completion of Increment Rollout and continues until the completion of the Increment Rollout phase of the subsequent Increment.
2. It should be assumed that an Increment's entire suite of capabilities will be delivered and verified at the Increment's AT. The utilization of these capabilities, which would include activities such as loading of records, refining workflows, and populating databases, would occur during an Increment's Rollout and Operations phases.
3. The term "site" refers to a physical location/installation of ERA. A site may house one (1) or more instances of ERA. Activation of a site includes all facilities preparation activities, including build out where appropriate.

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4. In the situations where an instance of ERA is installed at a Presidential Library or a Federal Records Center, the Offeror should assume that an existing site will be provided by NARA and that the site will be prepared by the contractor for installation.

6.1.2 Security Assumptions

The system will not have to process any classified records until Increment 2. At that point, the Offeror should expect at least the following classifications of data to be present in the system. The percentages represent the current assumptions about the amount of each classification of data that will be present in the system throughout its life (as measured as a percentage of total assets).

87%	Unclassified/Sensitive but Unclassified (SBU)
11%	Classified Low (Confidential, Secret, Top Secret (TS), Title 13, L, Q)
1%	Top Secret /Sensitive Compartmented Information (TS/SCI)
Less than 1%	Presidential Records Act (PRA)

Each site listed below that is identified as either a Classified or Federal Records Center site should be assumed to be able to ingest and store all of the classified data types except PRA data. Presidential Libraries will handle PRA data, but not the other types of classified data.

6.1.3 Assumptions for Numbers of Sites and Locations

1. Increment 1
 - a. Rollout – Single SBU site on the East Coast, Mid-Atlantic region.
 - b. Operations – Second SBU site at St. Louis (Official Military Personnel Files, dual site system configuration).
2. Increment 2
 - a. Rollout – Increment 2 code base to established sites.
 - b. Operations – Establish single classified site in Maryland, 3rd SBU site on the West Coast/Mid-Mountain region, one (1) Presidential Library instance installed, one (1) Federal Record Center instance installed.
3. Increment 3
 - a. Rollout – Increment 3 code base to established sites.
 - b. Operations – Second classified site (dual site system configuration) established East Coast/Mid-West, two (2) Presidential Library instances installed, two (2) Federal Record Center instances installed.

6.1.4 System Operations and Archival Personnel Assumptions

1. All ERA Archival operations will be performed by NARA staff. Archival operations include but are not limited to activities such as record description work, preservation planning,

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inspection of archival materials, legacy record migration, record ingest and processing, and archival help desk support. NARA staff should not be priced in the vendor's proposal.

2. Systems operations staff will be provided by the contractor and are to be priced by the Offeror in their proposal. System operations include but are not limited to activities such as system backup/restore, basic system administration, account management, technical help desk support, and remedial and preventative maintenance for the system.

6.2 Realism of Projected Cost of Work to be Performed

The Offeror shall submit detailed cost data, summaries, and narrative supporting cost data. This is data designated in FAR 15.4 as "certified cost or pricing data."

An Offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the Technical and Management Volumes, identified personnel resources, and cost must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low cost estimate, the nature of these techniques and their impact on cost must be explained. Or, if a corporate policy decision has been made to absorb a portion of the estimated cost it must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the Offeror's standing upon evaluation. The burden of proof as to cost credibility rests with the Offeror.

It is required that the Offeror provide a plan, by Contract Line Item, for integrating the PWS, CWBS, IS, labor hours estimates by labor categories, and bill of materials for each scheduled activity over the period of performance. It is also required that the Offeror provide all the basis of all estimates, consolidated bill of materials, costing rationale, costing ground rules, and related business assumptions. Estimates shall be provided to the lowest levels for all applicable elements of the CWBS and the Offeror shall provide separate narratives for descriptions and rationale used in the cost estimate. This should include **all cost** associated with the performance of this contract. This information is required to evaluate the Offeror's understanding of the ERA program and must be used as the EVMS baseline. After contract award this baseline must be used by the ERA PMO to monitor performance and approve payments.

The Offeror shall provide a summary description of its standard estimating system or methods. The summary description shall cover separately the following generic cost areas: Direct Material, Engineering Labor, Manufacturing Labor, Overheads, Other Direct Costs, General and Administrative (G&A), and Facilities Capital Cost of Money. This list should be tailored to match the Offeror's estimating system categories. The Offeror shall identify any deviations from its standard estimating procedures in preparing this proposal volume. The Offeror shall indicate whether it has Government approval of its estimating system and if so, provide evidence of such approval.

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The Offeror shall indicate whether it has Government approval of its accounting system and if so, provide evidence of such approval. The Offeror shall identify any deviations from its standard procedures in preparing this proposal.

6.2.1 Additional Data for Prime

The Offeror shall provide additional information to support its rationale for cost as specified below:

- (1) For cost where parametric methods were used to estimate the cost, provide:
 - (a) The specific historical data point(s) used
 - (b) The type and source of the historical data (e.g., actual labor-hours from the Offeror's accounting system)
 - (c) Adjustments made to the historical data and the supporting rationale for them
 - (d) The equation calculated from the data associated statistical measures (i.e., F and T statistics, significance levels, and standard error)
 - (e) A listing of parameters and assigned values for software and labor sizing/costing models used to scope development effort and schedule (e.g., Function Point Analysis (FPA), Construction Cost Model (COCOMO), etc.)
- (2) Where engineering methods were used:
 - (a) Provide a breakdown of the cost estimate by direct labor hours, direct labor dollars, direct material, and overhead. Where the effort represented by the cost record was divided into subtasks for estimating purposes, provide the breakdown at the top subtask level
 - (b) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate
- (3) Where analogy methods were used to estimate the cost, provide:
 - (a) The specific historical data point(s) used
 - (b) The type and source of the historical data (e.g., actual labor-hours from the Offeror's accounting system)
 - (c) Any adjustments made to the historical data and the supporting rationale
 - (d) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate
- (4) Where expert opinion methods were used to estimate the cost, identify:
 - (a) The key individuals or organizations who contributed significantly to the estimate and their relevant qualifications
 - (b) The major factors that were considered in making the estimate (e.g., experience with similar projects) and explain how those factors influenced the cost
 - (c) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate.
- (5) Where a cost estimate is a commercial price:

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- (a) If based on a catalog price (i.e., a “published price list”), identify the relevant commercial catalog, its date, catalog price for the item, and discounts offered. Provide a list of all sales for the item in similar quantities during the last three (3) years. Explain any differences between the offered price, the established catalog price, and the prices of recent sales. The government reserves the right to request a copy of the catalog, sales documents, or other data to evaluate the information provided.
- (b) If a market price (i.e. a “published market price”), describe the nature of the relevant market and how the market affects the offered price including the source and date or period of any relevant market quotation or other basis for market price, the base market price, and applicable discounts or other price adjustments. The government reserves the right to ask for additional information to evaluate the market price
- (c) If another type of commercial price (i.e., “similar indexes”), provide evidence of prices charged other customers under similar circumstances of quantity, terms, and conditions
- (d) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate

6.2.2 Additional Data for Subcontractors

The requirements of this section shall also apply to information derived from first (and second) tier subcontractors.

Offeror shall provide additional information for cost records to support its rationale for those costs as specified below. A cost record is any document that reflects a method, approach, technique, or process used to develop an estimate of cost such as, but not limited to, a labor estimate, material estimate (Bill of Materials) by use of Purchase order, Subcontract, or Agreement from a single source, parametric model, catalog pricing, engineering model, analogy based on historical data, an expert opinion that documents a cost that is used in developing a cost/price that the Government will be expected to pay in the course of a contractor performing obligations under the ERA contract.

- (1) For costs where parametric methods were used to estimate the cost, provide:
 - (a) The specific historical data point(s) used
 - (b) The type and source of the historical data (e.g., actual labor-hours from the Offeror’s accounting system)
 - (c) Any adjustments made to the historical data and the supporting rationale for them
 - (d) The equation calculated from the data associated statistical measures (i.e., F and T statistics, significance levels, and standard error)
 - (e) A listing of parameters and assigned values for software and labor sizing/costing models used to scope development effort and schedule (e.g., FPA, COCOMO, etc.)
- (2) Where engineering methods were used:
 - (a) Provide a breakdown of the cost estimate by direct labor hours, direct labor dollars, direct material, and overhead. Where the effort represented by the cost record was divided into subtasks for estimating purposes, provide the breakdown at the top subtask level

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- (b) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate
- (3) Where analogy methods were used to estimate the cost, provide:
- (a) The specific historical data point(s) used
 - (b) The type and source of the historical data (e.g., actual labor-hours from the Offeror's accounting system)
 - (c) Any adjustments made to the historical data and the supporting rationale
 - (d) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate
- (4) Where expert opinion methods were used to estimate the cost, identify:
- (a) The key individuals or organizations who contributed significantly to the estimate and their relevant qualifications
 - (b) The major factors that were considered in making the estimate (e.g., experience with similar projects) and explain how those factors influenced the cost
 - (c) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate
- (5) Where a cost estimate is a commercial price:
- (a) If based on a catalog price (i.e., a "published price list"), identify the relevant commercial catalog, its date, catalog price for the item, and discounts offered. Provide a list of all sales for the item in similar quantities during the last three (3) years. Explain any differences between the offered price, the established catalog price, and the prices of recent sales. The government reserves the right to request a copy of the catalog, sales documents, or other data to evaluate the information provided.
 - (b) If a market price (i.e. a "published market price"), describe the nature of the relevant market and how the market affects the offered price including the source and date or period of any relevant market quotation or other basis for market price, the base market price, and applicable discounts or other price adjustments. The government reserves the right to ask for additional information to evaluate the market price
 - (c) If another type of commercial price (i.e., "similar indexes"), provide evidence of prices charged other customers under similar circumstances of quantity, terms, and conditions
 - (d) Show the application of G&A, fee/profit, and any other rates or factors used in the buildup of the estimate

The requirements of this section shall also apply to information derived from first (and second) tier subcontractors.

Offerors should include separate cost items for facility related costs such as space, power, maintenance, etc. Describe any GFE items which Offeror proposes to use in the execution of the contract, and indicate the cost impacts from use of that GFE.

6.3 Information Only – Evaluation and Down-select

The two (2) contractors' products, performance, and pricing will be evaluated in accordance with the criteria outlined in Section J-3, Down-select Criteria for the Award of Option 1. The evaluation process is expected to take up to three (3) months, resulting in a down-select decision at the end of the basic contract period of performance. During the evaluation period, contractors may need to interact with the Government to respond to Government comments.

6.4 Contract Documentation

The following items shall be supplied by the Offeror in the order listed below. This information will be used by the Government to prepare the contract document and supporting file. References to the model contract refer to Sections A through K of this solicitation.

6.4.1 Section A - Solicitation/Contract Form

Offeror shall complete blocks 12 to 16 and signature and date blocks 17 and 18 of the SF33, and provide as Section A of the model contract. Signature by the Offeror on the SF33 constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

6.4.2 Section B - Supplies or Services and Costs/Prices

Offeror shall provide completed pricing information in Section B of the model contract.

6.4.3 Section C – Performance Work Statement

The Offeror shall provide a copy of the PWS provided in proposal Volume II, Management.

6.4.4 Section D - Packaging and Marking

The Offeror's proposal shall include this Section of the Model Contract.

6.4.5 Section E – Inspection and Acceptance

The Offeror's proposal shall include this Section of the Model Contract.

6.4.6 Section F – Period of Performance

The Offeror's proposal shall include this Section of the Model Contract.

6.4.7 Section G - Contract Administrative Data

The Offeror's proposal shall include this Section of the Model Contract.

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6.4.8 Section H - Special Contract Requirements

The Offeror's proposal shall include this Section of the Model Contract.

6.4.9 Section I - Contract Clauses

The Offeror's proposal shall include this Section of the Model Contract.

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

Offeror shall provide completed representations, certifications, acknowledgements, and statements.

6.4.11 Exceptions to Terms and Conditions

Exceptions taken to terms and conditions of the model contract, to any of its formal attachments, or to other parts of the solicitation shall be identified by the Offeror. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of **Table 6-1, Solicitation Exceptions**. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

Solicitation Document	Paragraph/ Page	Requirement/ Portion	Rationale
SOO, RD, Section L, Section M, Model Contract	Applicable Page and Paragraph Numbers	Identify the contract requirement or portion to which exception is taken	Justify why the contract requirement will not be met

Table 6-1: Solicitation Exceptions

6.4.12 Other Information Required

In addition to the model contract information above, the Offeror shall provide the following supplementary information.

6.4.12.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to Offeror's proposal and who can obligate the company contractually. Identify those individuals authorized to negotiate with the Government.

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6.4.12.2 Government Offices

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

6.4.12.3 Company/Division Address, Identifying Codes, and Applicable Designations

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

6.4.12.4 Attachments to the Model Contract

The Offeror shall provide copies of the following as attachments to Section J of the model contract: CWBS, CDRL, Integrated Plan, and Integrated Schedule (same as provided in proposal Volume II, Management).

6.4.12.5 Subcontracting Plan

The Offer shall include a Subcontracting Plan in accordance with FAR 15.219-9.

Section M – Evaluation Factors for Award

Section M – Evaluation Factors for Award

1.0 Minimum Requirement for Acceptability

Failure to provide evidence OF SW-CMM/CMMI Level 3 (or higher) compliance shall result in the Offeror’s proposal being rejected.

The Prime Contractor must have achieved at least SW-CMM Level 3 maturity at the time of submission of information required in Section L, paragraph 5.0. To show this level of maturity relative to the SW-CMM, the Contractor shall have been independently assessed or evaluated at Level 3 or higher of the SW-CMM during the past 18 months for the operating unit performing the work for this contract. This may be either a SEI Software Capability Evaluation (SCE) or CMM Based Appraisal for Internal Process Improvement (CBA-IPI).

As an alternative way of satisfying this requirement the Prime Contractor may use CMMI Level 3 maturity. For the CMMI, the Offeror must have received an independent SCAMPI appraisal at Level 3 or higher (staged representation) for any of the version 1.1 models.

2.0 Basis of Award

Any award to be made will be based on the best overall (i.e., best value) proposal(s) that is determined to be the most beneficial to the Government, with appropriate consideration given to the following evaluation factors:

- Factor (1) - Technical,
- Factor (2) - Management,
- Factor (3) - Past Performance and
- Factor (4) - Cost/Price.

The Technical Factor is significantly more important than either the Management or Past Performance factor. The Management and Past Performance Factors are of equal importance. The Technical, Management, and Past Performance factors, when combined, are significantly more important than Cost/Price. The Government will base the award of a contract on the evaluation of the Offeror’s proposal for the base contract period and all optional CLINs. The Government reserves the right to award up to two contracts if it is in the best interest of the Government.

3.0 Factors and Subfactors for Award

The proposals will be evaluated using the following evaluation approach.

3.1 Factor 1, Technical

Within Technical, there are two (2) subfactors:

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Evaluation Factors for Award

- Subfactor 1 Technical Solution
- Subfactor 2 System and Software Engineering Methodology

The Technical Solution subfactor is significantly more important than the System and Software Engineering Methodology subfactor.

3.1.1 Subfactor 1, Technical Solution

The Offeror's technical solution will be reviewed to determine if it demonstrates a clear understanding of the problem and offers a solid and comprehensive solution architecture and design for addressing ERA objectives and requirements. Specific criteria to be evaluated include, but are not limited to, open systems architecture approach, strategy and approach for COTS product selection and integration, and long-term approach to technology refresh. Life Cycle Cost will be considered as part of the Technical Solution Factor.

3.1.2 Subfactor 2, System and Software Engineering Methodology

Among items to be considered in the evaluation of System and Software Engineering Methodology, the Government will review the Offeror's proposed system and software engineering approach to determine how comprehensive, sound, and effective it is; and will consider the Offeror's systems and software engineering processes, procedures, and controls to determine how well they address the key drivers of system analysis, design, development, maintenance, and operations and support.

3.2 Factor 2, Management

Within Management, there are two (2) subfactors:

- Subfactor 1 Management Team
- Subfactor 2 Management Plan and Approach

These subfactors are of equal importance.

3.2.1 Subfactor 1, Management Team

Among items to be considered by the Government are the following: the capabilities and roles of the Offeror and its subcontractors as to how well the team is an integrated organization, with strengths in all areas needed to achieve program success; and how well the mix, defined roles, knowledge, qualifications, and experience of key management and technical personnel will ensure successful completion of the program.

3.2.2 Subfactor 2, Management Plan and Approach

Among items to be considered by the Government will be how well its constituent parts are integrated and consistent with one another; how well it defines the structure, activities, products, plans and schedules for the ERA project; and how well it enables implementation of Offeror's technical solution.

The Government may also consider how well it provides for:

- (a) Clear lines of communication, including visibility and ready access to information by project management and the Government;
- (b) How well it facilitates the management of program risks, including problem identification, mitigation, and resolution;
- (c) How well it provides for metrics based measurement of program performance and their utilization in managing the project; and
- (d) How it provides for effective management of its subcontractors.

3.3 Factor 3, Past Performance

Among items to be considered by the Government in the evaluation of Past Performance of the Offeror's record of providing quality products and services that meet users' needs; its demonstration in meeting contract cost and schedule commitments; its successful identification and resolution of problems; its maintenance of positive business relationships with customers; its record of meeting small business goals on Government contracts; and the relevance to ERA of its organization's past experience on those contracts for which the Offeror provided past performance information.

Past performance of the Offeror's participating divisions and proposed subcontractors may all be considered. In conducting the past performance assessment, the Government may use data obtained from other sources as well as data provided in the Offeror's proposal.

3.4 Factor 4, Cost/Price

In order to determine the evaluated Cost/Price, the Government will add the price the Offeror proposes for the base contract period (CLIN 0001) to the most probable costs of all the option periods and the proposed award fees. Materially unbalanced prices may not be eligible for award.

3.4.1 Base Contract Price

The Government recognizes that the price for the base contract period will represent only a small fraction of the evaluated Cost/Price factor. The Government intends to conduct separate price analysis of the Offeror's price for the base contract period in order to assure that such price is fair and reasonable.

3.4.2 Options- Cost reimbursement and Award Fees

For the cost reimbursement options, the Government will evaluate the realism of the Offeror's proposed costs in relation to the Offeror's specific technical approach. The Offeror's proposed cost may be adjusted by determining what the Government predicts the Offeror's approach would most probably cost the Government when the work performed under the contract is completed. This most probable cost, combined with the award fee proposed by the Offeror, will be used for evaluation purposes only.

3.4.3 Price Adjustments and Preferences

Offerors are reminded of the possibility of price evaluation adjustments contained in full text in Section I (FAR 52.219-4, Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (JAN 1999) and FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, Alternate 1 (JUN 2003)).

52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)