

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. Contract ID Code
Firm Fixed Price

Page 1 Of 48

2. Amendment/Modification No.

0002

3. Effective Date

4. Requisition/Purchase Req No.

SEE SCHEDULE

5. Project No. (If applicable)

6. Issued By

Code

W56HZV

7. Administered By (If other than Item 6)

Code

U.S. ARMY CONTRACTING COMMAND
DAWN WRIGHT
WARREN, MICHIGAN 48397-5000
HTTP://CONTRACTING.TACOM.ARMY.MIL

EMAIL: DAWN.E.WRIGHT@US.ARMY.MIL

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)

9A. Amendment Of Solicitation No.

W56HZV-13-R-0179

9B. Dated (See Item 11)

2013MAY22

10A. Modification Of Contract/Order No.

10B. Dated (See Item 13)

Code

Facility Code

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning 2 signed copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

- A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____
The Contract/Order No. In Item 10A.
- B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).
- C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: _____
- D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)

16A. Name And Title Of Contracting Officer (Type or print)

15B. Contractor/Offeror

15C. Date Signed

16B. United States Of America

16C. Date Signed

(Signature of person authorized to sign)

By _____
(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: DAWN WRIGHT
Buyer Office Symbol/Telephone Number: CCTA-ASG-A/(586)282-8121
Type of Contract: Firm Fixed Price
Kind of Contract: Research and Development Contracts

*** End of Narrative A000 ***

***NOTE: Copies of all Attachments and Exhibits to Solicitation W56HZV-13-R-0179 can be found at:
<https://contracting.tacom.army.mil/research/niecycle/niecycle.htm> ***

The purpose of Amendment 0002 is to make the following additions and changes:

1. SECTION B:

- a. CLIN 0001AA, Days After Award of 215 days is revised to Period of Performance through 17-JUL-2013.
- b. CLIN 0002AA:
 - i. Days After Award is revised from 215 days to 30 days.
 - ii. Narrative is revised to add, "Delivery of IVSC will be a minimum of 30 days from date of option exercise."
- c. CLIN 0003AA, Days After Award is revised from 215 days to 365 days.
- d. CLIN 0004AA:
 - i. Days After Award is revised from 215 days to 30 days.
 - ii. Narrative is revised to add, "Delivery of IVSC will be a minimum of 30 days from date of option exercise."
- e. CLIN 0005AA, Days After Award is revised from 215 days to 365 days.
- f. CLIN 0006AA, Days After Award is revised from 215 days to 200 days.
- g. CLINs 0007AA - 0007AH:
 - i. Days After Award is revised from 580 days to 30 days.
 - ii. Narrative is revised to add, "Delivery of IVSC will be a minimum of 30 days from date of option exercise."
- h. CLINs 0008AA - 0008AH, Days After Award is revised from 580 days to 365 days.
- i. CLINs 0009AA - 0009AH:
 - i. Days After Award is revised from 945 days to 30 days.
 - ii. Narrative is revised to add, "Delivery of IVSC will be a minimum of 30 days from date of option exercise."
- j. CLINs 0010AA - 0010AH, Days After Award is revised from 945 days to 365 days.

2. SECTION C:

- a. Section C.3.2.4 is revised to more clearly define training and training schedule.
- b. Section C.4.3 is revised from "IAW C.3.2.1 through C.3.2.10" to "IAW C.3.2.1 through C.3.4."
- c. Section C.4.4 is revised to:
 - i. Remove "in accordance with F.2.5 and Section D of the contract."
 - ii. Add "with a minimum lead time of 30 days."

3. SECTION F:

- a. Section F.2.1 is revised to reflect that the total period of performance shall not exceed 158 weeks.
- b. Section F.2.2 is removed.
- c. Section F.2.3 is removed.
- d. Section F.2.5 is removed.
- e. Section F.2.6 is removed.
- f. Section F.3.1 is revised to add, "Order lead time will be a minimum of 30 days."

4. SECTION H:

- a. Section H.1.1.1 is revised to reflect that the option may be exercised at any time within 130 weeks of contract award and to remove the reference to Section F.
- b. Section H.1.1.2 is revised to:
 - i. Remove "the period of performance shall be 28 weeks."
 - ii. Add "Order lead time will be a minimum of 30 days."
- c. Section H.1.2.1 is revised to reflect that the option may be exercised at any time within 130 weeks of contract award and to remove the reference to Section F.
- d. Section H.1.2.2 is revised to:
 - i. Remove "the period of performance shall be 28 weeks."
 - ii. Add "Order lead time will be a minimum of 30 days."
- e. Section H.1.3.1 is revised to reflect that the option may be exercised at any time within 130 weeks of contract award.
- f. Section H.1.4.1 is revised to reflect that the option may be exercised at any time within 130 weeks of contract award and to remove the reference to Section F.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-13-R-0179 MOD/AMD 0002	Page 3 of 48
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Name of Offeror or Contractor:

- g. Section H.1.4.2 is revised to reflect that the contractor shall provide all deliverables no later than 24 weeks after the date of option exercise for each brigade.
 - h. Section H.1.5 is revised to remove "NIE Option."
 - i. Section H.1.5.1 is revised to reflect that the option may be exercised at any time within 130 weeks of contract award for LBRR and NIE support and within 106 weeks of contract award for Production support for each brigade, as well as to remove the reference to Section F.
 - j. Section H.1.5.2, the period of performance is revised from 28 weeks to 52 weeks.
5. SECTION L:
- a. Section L.3.2.10 is added to provide language for security clearance requirements.
6. SECTION M:
- a. Section M.2.1, subsections (n) and (o) have been added to provide language for security clearance requirements.
7. Attachment 002, Product Information, has been revised to add "Vendor Cage Code" under the Product Information section.
8. Amendment 0001 revised the time for submission of offers from 4:30 am to 4:30 pm.
9. Except as provided herein, all other terms and conditions for Solicitation W56HZV-13-R-0179 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0002 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																
0001	NIE AND LBRR BASIC AWARD																
0001AA	<p><u>NIE AND LBRR PARTICIPATION</u></p> <p>GENERIC NAME DESCRIPTION: NIE AND LBRR BASIC AWARD</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>17-JUL-2013</td> </tr> </table> </p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	17-JUL-2013	1	LO		\$ _____						
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001	1	17-JUL-2013															
0002	NIE IVSC OPTION																
0002AA	<p><u>UNEXERCISED OPTION-NIE INTEROPERABLE VOICE SW CLIENT (IVSC)</u></p> <p>GENERIC NAME DESCRIPTION: NIE IVSC OPTION</p> <p>A lot consists of:</p> <table border="0"> <tr> <td><u>Item</u></td> <td><u>Quantity</u></td> </tr> <tr> <td>Voice Client</td> <td>300</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>57</td> </tr> <tr> <td>Talk Group Recordings</td> <td>57</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>111</td> </tr> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraph C.4.1.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p>	<u>Item</u>	<u>Quantity</u>	Voice Client	300	Power User Client	9	Talk Groups	57	Talk Group Recordings	57	Dial-In Talk Group Access	111	1	LO		\$ _____
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001	1	0030															
0003	SW MAINTENANCE - NIE OPTION																
0003AA	<p><u>UNEXERCISED OPTION - SOFTWARE MAINTENANCE - NIE</u></p> <p>GENERIC NAME DESCRIPTION: SW MAINTENANCE - NIE OPTION</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0365</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0365	1	LO		\$ _____						
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001	1	0365															
0004	LBRR IVSC OPTION																
0004AA	<p><u>UNEXERCISED OPTION - LBRR IVSC</u></p> <p>GENERIC NAME DESCRIPTION: LBRR IVSC OPTION</p> <p>A lot consists of:</p> <table border="0"> <tr> <td><u>Item</u></td> <td><u>Quantity</u></td> </tr> <tr> <td>Voice Client</td> <td>24</td> </tr> <tr> <td>Power User Client</td> <td>3</td> </tr> <tr> <td>Talk Groups</td> <td>13</td> </tr> <tr> <td>Talk Group Recordings</td> <td>13</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>16</td> </tr> </table> <p>The contractor shall furnish all services and supplies to accomplish the tasks specified in Section C, Scope of Work, Paragraph C.4.2.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	<u>Item</u>	<u>Quantity</u>	Voice Client	24	Power User Client	3	Talk Groups	13	Talk Group Recordings	13	Dial-In Talk Group Access	16	1	LO		\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 1 0030</p>				
0005	SW MAINTENANCE - LBRR OPTION				
0005AA	<p><u>UNEXERCISED OPTION - SOFTWARE MAINTENANCE - LBRR</u></p> <p>GENERIC NAME DESCRIPTION: SW MAINTENANCE - LBRR OPTION</p>	1	LO		\$ _____
	<p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p>				
	<p><u>Deliveries or Performance</u></p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 1 0365</p>				
0006	NIE & LBRR FSR SUPPORT OPTION				
0006AA	<p><u>UNEXERCISED OPTION - NIE AND LBRR FSR SUPPORT</u></p> <p>GENERIC NAME DESCRIPTION: NIE & LBRR FSR SUPPORT OPTION</p>	1	LO		\$ _____
	<p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p>				
	<p><u>Deliveries or Performance</u></p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 1 0200</p>				
0007	1ST YR OPTION-PROD IVSC - BCT				
0007AA	<p><u>UNEXERCISED OPTION - FIRST YEAR - PRODUCTION IVSC - BCT 1</u></p> <p>GENERIC NAME DESCRIPTION: 1ST YR OPTION-PROD IVSC - BCT</p>	1	LO		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>BRIGADE COMBAT TEAM (BCT) 1</p> <p>A lot consists of:</p> <table border="0"> <tr> <td><u>Item</u></td> <td><u>Quantity</u></td> </tr> <tr> <td>Voice Client</td> <td>500</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>66</td> </tr> <tr> <td>Talk Group Recordings</td> <td>66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>120</td> </tr> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.4.4 - C.4.4.4.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0030</td> </tr> </table>	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0030				
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0007AB	<p><u>UNEXERCISED OPTION - FIRST YEAR - PRODUCTION IVSC</u> <u>- BCT 2</u></p> <p>BRIGADE COMBAT TEAM (BCT) 2</p> <p>A lot consists of:</p> <table border="0"> <thead> <tr> <th><u>Item</u></th> <th><u>Quantity</u></th> </tr> </thead> <tbody> <tr> <td>Voice Client</td> <td>500</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>66</td> </tr> <tr> <td>Talk Group Recordings</td> <td>66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>120</td> </tr> </tbody> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.4.4 - C.4.4.4.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0030</td> </tr> </tbody> </table>	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0030	1	LO		\$ _____
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0007AC	<p><u>UNEXERCISED OPTION - FIRST YEAR - PRODUCTION IVSC</u> <u>- BCT 3</u></p> <p>BRIGADE COMBAT TEAM (BCT) 3</p> <p>A lot consists of:</p> <table border="0"> <thead> <tr> <th><u>Item</u></th> <th><u>Quantity</u></th> </tr> </thead> <tbody> <tr> <td>Voice Client</td> <td>500</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>66</td> </tr> <tr> <td>Talk Group Recordings</td> <td>66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>120</td> </tr> </tbody> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.4.4 - C.4.4.4.</p>	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	1	LO		\$ _____						
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0007AD	<p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0030</td> </tr> </tbody> </table> <p><u>UNEXERCISED OPTION - FIRST YEAR - PRODUCTION IVSC - BCT 4</u></p> <p>BRIGADE COMBAT TEAM (BCT) 4</p> <p>A lot consists of:</p> <table border="0"> <thead> <tr> <th><u>Item</u></th> <th><u>Quantity</u></th> </tr> </thead> <tbody> <tr> <td>Voice Client</td> <td>500</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>66</td> </tr> <tr> <td>Talk Group Recordings</td> <td>66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>120</td> </tr> </tbody> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.4.4 - C.4.4.4.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0030</td> </tr> </tbody> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0030	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0030	1	LO		\$ _____
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0007AG	<p><u>UNEXERCISED OPTION - FIRST YEAR - PRODUCTION IVSC</u> <u>- BCT 7</u></p> <p>BRIGADE COMBAT TEAM (BCT) 7</p> <p>A lot consists of:</p> <table border="0"> <thead> <tr> <th><u>Item</u></th> <th><u>Quantity</u></th> </tr> </thead> <tbody> <tr> <td>Voice Client</td> <td>500</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>66</td> </tr> <tr> <td>Talk Group Recordings</td> <td>66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>120</td> </tr> </tbody> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.4.4 - C.4.4.4.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p> <p>*added by Amendment 0002</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <thead> <tr> <th><u>DEL REL CD</u></th> <th><u>QUANTITY</u></th> <th><u>DAYS AFTER AWARD</u></th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1</td> <td>0030</td> </tr> </tbody> </table>	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0030	1	LO		\$ _____
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0008	1ST YR OPTION -SW MAINT - BCT										
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0008AB	<p><u>UNEXERCISED OPTION - FIRST YR SW MAINT - PRODUCTION - BCT 2</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0365</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0365	1	LO		\$ _____
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0008AC	<p><u>UNEXERCISED OPTION - FIRST YR SW MAINT - PRODUCTION - BCT 3</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0365</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0365	1	LO		\$ _____
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0008AD	<p><u>UNEXERCISED OPTION - FIRST YR SW MAINT - PRODUCTION - BCT 4</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>0365</td> </tr> </table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	1	0365	1	LO		\$ _____
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0008AE	<p><u>UNEXERCISED OPTION - FIRST YR SW MAINT - PRODUCTION - BCT 5</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	LO		\$ _____						

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0008AF	<p><u>Deliveries or Performance</u> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0365</p> <p><u>UNEXERCISED OPTION - FIRST YR SW MAINT - PRODUCTION - BCT 6</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 1 0365</p>	1	LO		\$ _____

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0009AA	<p><u>UNEXERCISED OPTION - SECOND YEAR - PRODUCTION IVSC - BCT 1</u></p> <p>GENERIC NAME DESCRIPTION: 2ND YR OPTION-PROD IVSC-BCT</p> <p>BRIGADE COMBAT TEAM (BCT) 1</p> <p>A lot consists of:</p> <table border="0"> <tr> <td><u>Item</u></td> <td><u>Quantity</u></td> </tr> <tr> <td>Voice Client</td> <td>500</td> </tr> <tr> <td>Power User Client</td> <td>9</td> </tr> <tr> <td>Talk Groups</td> <td>66</td> </tr> <tr> <td>Talk Group Recordings</td> <td>66</td> </tr> <tr> <td>Dial-In Talk Group Access</td> <td>120</td> </tr> </table> <p>The contractor shall furnish all services and supplies to accomplish the task(s) specified in Section C, Scope of Work, Paragraphs C.4.4 - C.4.4.4.</p> <p>Delivery of IVSC will be a minimum of 30 days from date of option exercise.*</p>	<u>Item</u>	<u>Quantity</u>	Voice Client	500	Power User Client	9	Talk Groups	66	Talk Group Recordings	66	Dial-In Talk Group Access	120	1	LO		\$ _____
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0010AC	<u>UNEXERCISED OPTION - SECOND YR SW MAINT - PRODUCTION - BCT 3</u>	1	LO		\$ _____						

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0010AD	<p><u>UNEXERCISED OPTION - SECOND YR SW MAINT - PRODUCTION - BCT 4</u></p>	1	LO		\$ _____
	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0365</p>				
0010AE	<p><u>UNEXERCISED OPTION - SECOND YR SW MAINT - PRODUCTION - BCT 5</u></p>	1	LO		\$ _____
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE Interoperable Software Voice Client

C.1.1 This Statement Of Work (SOW) is for the use of and support of Interoperable Software Voice Client during Phases III, IV, V, and VI of the Network Integration Evaluation (NIE), as identified in C.1.2. The contractor shall provide all personnel, equipment, supplies and materials needed to accomplish the work under this SOW. The Army will provide or make available the appropriate documents, publications, correspondence and points of contact necessary for the contractor to execute this contract, as applicable. All Government-furnished documents, publications, and equipment shall be returned to the Contracting Officers Representative (COR) at the final completion of this scope. Government-furnished material will be provided when deemed necessary by the Army.

The Interoperable Software Voice Client is a tactical unified communications software application that can be installed on hundreds of user workstations throughout all echelons of the Brigade Combat Team (BCT). It is designed to integrate onto vehicle platforms such as the Warfighter Information Network-Tactical Increment 2 (WIN-T Inc 2) Point of Presence and the Soldier Network Extension and reside on user workstations in fixed Tactical Operations Centers. It bridges the gap between disparate voice technologies in a BCT by combining radio, telephony and software voice client users into logical talk groups. It allows a user to monitor a minimum of 20 talk groups simultaneously, and allows the BCT to establish individual talk groups with as many as 500 participants. The software is designed to operate over a range of military network paths, such as high-capacity line-of-site and satellite communications found in WIN-T Increment 2, allowing talk groups to form throughout the Brigade. The objective for the RFP solution is to provide a robust capability that allows the Brigade to achieve intelligible, interoperable voice communications while minimizing bandwidth usage over the tactical network. From here forward, the Interoperable Software Voice Client will be identified as the product or Voice Client.

C.1.2 The SOW describes the effort to be performed by the contractor in support of the Directorate, System of Systems Engineering and Integration (D SoSE&I). The contractor shall provide its software solution, for interoperable communications amongst disparate voice technologies in the tactical environment and non-personal engineering/field service support for the NIE. The software shall enable persistent two-way Push-to-Talk (PTT) communications among disparate voice technologies including Internet Protocol (IP) and analog telephony, PTT radio systems and intercom systems. The software shall scale to support interoperability at all echelons for mission support. The purpose of the NIE is to assess candidate products as viable solutions to an identified Army gap. NIE is an Army hosted six week event conducted twice a year. NIE employs the full brigade strength of a Brigade Combat Team (BCT) at Fort Bliss, Texas (FBTX) and White Sands Missile Range (WSMR), New Mexico. The primary goal of NIE is to conduct parallel system tests of Army programs, with a secondary goal of evaluating capabilities of the current, theater provided and emerging networks. NIE assesses technically mature networked and non-networked capabilities. The NIE events include tactical exercises using current force equipment and emerging networked systems.

There are seven Phases in the NIE process (this SOW applies to four Phases - III, IV, V and VI):

Phase 0 Define Gaps and Near Term Requirements

Phase I Solicit Potential Solutions

Phase II Candidate Assessment

Phase III Evaluation Preparation - Conducted at Aberdeen Proving Ground (APG), MD

- Laboratory Based Risk Reduction (LBRR) for the integrated network will be performed during this Phase. The following will be verified during LBRR: maturity; functional requirements, technical requirements, compatibility with system baseline; that the product meets interfaces and interoperability requirements; that the product is supportable exhibiting availability and maintainability; and that the product is trainable.

- NOTE Phase III does not conclude at the start of Phase IV. Phase III continues through Phase V for troubleshooting purposes.

Phase IV Integrated Rehearsal - Conducted at the FBTX/WSMR complex

- Golden Vehicle Design and Build is a unique design required to integrate a specific Command & Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) suite into a fleet of vehicles. This is the master C4ISR design that encompasses each specific C4ISR system required and can be used as well for a sub-set of the specific C4ISR systems required. The Golden Vehicle is also the first physical integration of the unique master designs at FBTX.

- Fleet Build Build and integration of remaining vehicles after Golden Vehicle Design and Build is completed at FBTX.

- New Equipment Training (NET) - Instruct soldiers on configuration and operation of products to be used in NIE.

- Validation Exercise (VALEX) validates the network configuration and connectivity in which the contractor configures its products for operation as part of the NIE network to ensure communications equipment is operational and integrated. The Government validates that the network composed of system of systems (systems are a group of interacting, interrelated, or interdependent elements forming a complex whole) is integrated and stable at FBTX/WSMR. VALEX tests key functional threads and performs communication checks prior to

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transitioning equipment to the Brigade for operation and maintenance.

- Communications Exercise (COMMEX) and Field Exercise (FIELDEX) are events in which D, SoSE&I hands over the Network to the Brigade to carry mission threads, evaluate the network in relevant environment at WSMR, and validate new capabilities. A trial run is conducted, prior to the event itself, to verify connectivity of the equipment which will be used during the exercise.

Phase V Integrated Evaluation - Conducted at WSMR, NM

- Pilot and Exercise - The integration team with Army Test and Evaluation Command (ATEC) validates and performs the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the product delivers the gap capability.

Phase VI Network Implementation Plan - Conducted at FBTX

- Recovery - Upon completion of Phase V, products are removed from their host platforms and the platforms are returned to their pre-NIE configuration

- There are more areas to the Network Implementation Plan; however, the only portion of the Network Implementation Plan that applies to this acquisition is the Recovery portion.

C.2 APPLICABLE DOCUMENTS

C.2.1 Department of Defense. Specifications, Standards and Handbooks. The following specifications, standards, and handbooks form a part of this SOW to the extent specified herein.

Specification Exhibit A, Interoperable Software Voice Client
Product Specification, Version 29; May 2013

C.3 REQUIREMENTS

The contractor shall install, configure, troubleshoot, conduct training for, maintain, and subsequently uninstall licensed copies of the Voice Client software and, if applicable, licensed copies of the server software for evaluation during LBRR and the NIE. The contractor shall provide product field support throughout the NIE, Agile Phases III, IV, V and VI (as described in 1.2). The contractor shall provide product field support to install its product in the NIE lab and the NIE architecture, configure its software to operate within the NIE architecture, test the configured product to ensure product and network integrity, and train Brigade users and administrators on the product. Exhibit A, Interoperable Software Voice Client Product Specification, defines the required threshold performance capabilities. The contractor shall provide field support for network and thread integration during the LBRR (Phase III) which is conducted at APG, MD, and for the Golden Vehicle Design and Fleet Build, NET, VALEX, COMMEX, FIELDEX, NIE, and Recovery segments (Phases IV, V and VI) conducted at the FBTX/WSMR, NM complex.

If the Voice Client software hampers the ability to conduct NIE at any stage of the NIE process, and the contractor cannot identify and implement a configuration fix within 24 hours, the Government reserves the right to have the product removed from further participation in NIE (Phases IV, V and VI). In the event of such Government decision, the contractor shall remove or disable its products from/on the host platforms immediately and then verify and certify to the Government that all of its software has been removed or disabled. If the contractor's product is initially disabled but not removed, the contractor shall remove its products from the host platforms during Phase VI Recovery and then verify and certify to the Government that all of its software has been removed.

C.3.1 Software: The contractor shall provide, pursuant to Section H.2, Loan of Software Product for NIE 14.2, the requisite software licenses for the Army Lab Based Risk Reduction (LBRR) and Network Integration Evaluation (NIE) efforts. Software shall comply with Exhibit A, Interoperable Software Voice Client Product Specification. For purposes of this contract, User Interfaces is hereby defined as desktop or laptop work stations or virtual server partition.

C.3.1.1 LBRR: The contractor shall provide the Voice Client software and associated licenses to APG, MD, in accordance with (IAW) Sections D and F of the contract. The LBRR configuration shall provide the Voice Client capability to 27 user interfaces, of which three user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The LBRR configuration shall support dial-in talk group access from 16 Voice Over Internet Protocol (VOIP) telephones and 13 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the LBRR configuration (if required) shall support three physical server locations.

C.3.1.2 NIE: The contractor shall provide the Voice Client software and associated licenses to FBTX IAW Sections D and F of the contract. The NIE configuration shall provide the Voice Client capability to 309 user interfaces, of which nine user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The NIE configuration shall support dial-in talk group access from 111 VOIP telephones and 57 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the NIE configuration (if required) shall support nine physical

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server locations.

Phase III Evaluation Preparation

C.3.2 Technical Field Support

C.3.2.1 LBRR - The contractor shall provide no more than two Field Service Representatives (FSRs), on-site at APG, MD for a two week period, working one shift, 40 hour work weeks, to support LBRR lab integration. Thereafter, the contractor shall provide, remotely, on-call FSR support for LBRR lab integration. The total hours for onsite and on-call FSR support are not expected to exceed 200 hours. As part of integration, the contractor shall assist the Government in the configuration and loading of its product. The contractor shall advise the Government on its product interface requirements. The contractor shall configure its product to integrate with the lab network. The contractor shall troubleshoot any anomalies in its product performance and adjust configuration. The contractor shall assist the Government in troubleshooting overall network issues through adjustment of its product configuration. The contractor shall instruct Government lab technicians on product set-up, operation, and maintenance. The LBRR network will be the same network used to perform source selection laboratory assessments; therefore, it is anticipated that the product will require little reconfiguration to support LBRR.

Phase IV Integrated Rehearsal

C.3.2.2 Golden Vehicle Design and Build - The contractor shall provide one FSR on-site at FBTX during Golden Vehicle Design and Build IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week, for technical and integration services for Government development of the Golden Vehicle design(s). The FSR shall provide Voice Client expertise to the Government in its development of the Golden Vehicle design, specifically technical input into the integration of the Voice Client onto Government-designated platforms/devices. The contractor shall support safety release efforts to prove that the Voice Client does not interfere with other on-board software systems or applications. The contractor shall identify data transfer protocols, assess and identify the needed software interfaces, configure and load troubleshoot software on the Government designated NIE devices, and troubleshoot network connectivity issues.

C.3.2.3 Fleet Build - The contractor shall provide one FSR on-site at FBTX during Fleet Build IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week for the duration of Fleet Build. During Fleet Build, the contractor shall load software on to the remaining NIE devices designated by the Government to receive the Voice Client; to include vehicles in the Brigade Tactical Operations Center (TOC), Battalion TOC, Warfighter Information Network-Tactical (WIN-T) Point of Presence (POP) platform and WIN-T Soldier Network Extension (SNE) platform. The contractor shall participate in integration checks, troubleshoot any software deficiencies in complying with Exhibit A, present recommended configuration adjustments to the Government for approval, and make adjustments to and reconfigure software upon receipt of authorization by the Government to ensure its product is properly functioning.

C.3.2.4 NET - The contractor shall instruct the soldier target audience on the use of its product. NET duration shall be no more than 80 hours which shall consist of two separate week-long blocks of instruction; one week for Administrator Training (including Power User Training) and one week for User Training. Administrator Training shall be conducted in a 40-hour block of instruction over 5 days (8 hours per day) for up to 20 students. User training shall be conducted in multiple 1-hour blocks of instruction over the course of a week to accommodate up to 400 students.* Training in excess of 80 hours is permissible if there are different courses aimed at different target audiences, such as a course for client operation and a course for power user, if approved in advance by the Government. Training shall be conducted at FBTX. The contractor shall provide a final Training Support Package IAW CDRL 0001 and C.3.3. The contractor shall not conduct NET until the TSP is approved by the Government. During NET, the contractor shall maintain operational performance of its products installed on vehicles, Command Post, TOC configurations and non-network systems. The target audience will range broadly from Brigade Staff Officers to Company Staff Sergeants. The number of students will be equal to the number of software clients in the brigade.

C.3.2.5 VALEX - The contractor shall provide no more than two FSRs on-site at FBTX during VALEX IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week for the duration of VALEX. As a member of the integration team, the contractor shall be responsible for configuring its products, troubleshooting any network interface issues, making necessary product configuration changes, and performing required product maintenance. The contractor shall work with the integration team to validate network connectivity. During VALEX, the NIE integration team conducts network device configuration and connectivity validation tests during which the contractor configures its devices for operation as part of the NIE network. The integration team validates an instrumented and integrated network, tracking transport and mission command data, from the platoon through division. VALEX includes validation of instrumentation, satellite acquisition, and configuration of routers, test-fix-test activities, and the testing of data paths through the use of approved mission threads. Upon completion of VALEX, the network is transitioned to the Brigade Modernization Command (BMC) and the contractor shall support troubleshooting and issue resolution.

C.3.2.6 COMMEX - During COMMEX, the Brigade conducts mission threads to develop its proficiency with the network and to conduct a preliminary assessment of network capabilities. The Brigade also confirms the network readiness for combat operations and verifies communications among its Command and Control (C2) elements. All activities are carried out by Brigade unit operators and maintainers. The contractor shall provide one FSR on-site per shift to the Government Trailboss Team at FBTX during COMMEX IAW the schedule in Section F to support product troubleshooting, fixes, and configuration changes, address any trouble tickets generated during this event,

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and provide over the shoulder training. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of COMMEX.

C.3.2.7 FIELDDEX - During FIELDDEX, the Brigade activities move from FBTX to WSMR, NM. Brigade units require one week to set up network equipment at the various locations at WSMR in preparation for the NIE. The contractor shall provide one FSR on-site per shift to the Government Trailboss Team at WSMR during FIELDDEX IAW the schedule in Section F to support product troubleshooting, fixes, and configuration changes, address any trouble tickets generated during this event, and provide over the shoulder training. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of FIELDDEX.

Phase V Integrated Evaluation

C.3.2.8 Pilot - During Pilot the integration team, with ATEC, validates the test procedures, test data collection, and data reduction procedures for the evaluation of the network systems in a relevant environment to determine if the systems can succeed and can improve capability. The contractor shall provide no more than one FSR on-site per shift to the Government Trailboss Team at WSMR during Pilot IAW the schedule in Section F to support product troubleshooting, fixes and configuration changes, address any trouble tickets generated during this event, and provide over the shoulder training. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of Pilot.

C.3.2.9 NIE - During the exercise, the Brigade and Battalion Units conduct field operations at WSMR to execute critical missions. The Government Trailboss Teams are co-located with deployed Brigade elements during this effort. The contractor shall provide no more than one FSR on-site per shift to the Government Trailboss Team at WSMR during NIE IAW the schedule in Section F to troubleshoot product issues, address any trouble tickets generated during this event, and provide technical support. The contractor shall support its products when notified of failure by the designated Government Trailboss Team Lead. The contractor shall provide 24/7 on-site support for the duration of NIE.

Phase VI - Network Implementation Plan

C.3.2.10 Recovery - The contractor shall provide no more than two FSRs on-site at FBTX/WSMR to de-install its products IAW the schedule in Section F. Contractor support shall consist of a single shift, 40 hours per work week for the duration of Recovery. Upon completion of the NIE event, the Government receives all returning NIE equipment and de-installs hardware and software that will not be used during follow-on NIEs. The contractor shall remove its products from the host platforms and then verify and certify to the Government that all of its software has been removed. Upon completion of Recovery, all contractor-provided products will be returned to the contractor pursuant to Section H.2, Loan of Software Product for NIE 14.2.

C.3.3 Training Support Package (TSP)

The contractor shall participate in training rehearsals organized by the Government to evaluate the validity of the draft TSP provided in the contractors proposal. The contractor shall work with the Government Training point of contact to jointly review the TSP. The contractor shall incorporate any necessary changes resulting from TSP review or training rehearsal into a revised TSP prior to NET training. The contractor shall submit the final TSP IAW CDRL 0001, DI-SESS-81521B Training Support Package. The contractor shall provide all necessary training materials to soldiers as described in the training plan.

C.3.4 Ancillary Items

The contractor shall provide any ancillary items required to configure, load, test and continuously operate its product in performing the above scope. These items shall be Information Assurance (IA) compliant.

C.4 SEPARATELY-PRICED EFFORTS

The efforts under this section are beyond the base award SOW, and may only be invoked by a specific contractual notice from the Procuring Contracting Officer (PCO) requiring their performance, in the form of an option exercise, or award of a separate task order (TO) or contract/order modification, as appropriate.

C.4.1 NIE Option: If exercised, the contractor shall provide the Voice Client software and associated licenses to FBTX IAW Sections D and F of the contract. The NIE configuration shall provide the Voice Client capability for 309 user interfaces, of which nine user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The NIE configuration shall support dial-in talk group access from 111 VOIP telephones and 57 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the NIE configuration (if required) shall support nine physical server locations.

C.4.2 LBRR Option: If exercised, the contractor shall provide the Voice Client software and associated licenses to APG, MD IAW Sections D and F of the contract. The LBRR configuration shall provide the Voice Client capability for 27 user interfaces, of which three user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The LBRR configuration shall support dial-in talk group access from 16 VOIP telephones and thirteen simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the LBRR configuration (if required) shall support three

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physical server locations.

C.4.3 NIE and LBRR FSR Support Option: If exercised, the contractor shall provide FSRs to support the Government-procured Voice Client during NIE and LBRR IAW C.3.2.1 through C.3.4.*

C.4.4 Production Option: If exercised, the contractor shall deliver up to eight BCTs of Voice Client capability and associated licenses with a minimum lead time of 30 days.*

C.4.4.1 BCT Capability/Configuration: If exercised, the contractor shall provide Voice Client software and associated licenses as follows. The BCT configuration shall provide the Voice Client capability to 509 user interfaces, of which nine user interfaces shall have Power User capabilities IAW Exhibit A, Interoperable Software Voice Client Product Specification, paragraph 3.2. The BCT configuration shall support dial-in talk group access from 120 VOIP telephones and 66 simultaneous talk groups with the ability to simultaneously record all talk groups. Server software supporting the BCT configuration (if required) shall support nine physical server locations.

C.4.4.2 Operator Manual

The contractor shall include a soft copy of operator manual for each voice client software license ordered.

C.4.4.3 Technical Publication

The contractor shall develop the technical publication IAW CDRL 0002, DI-TMSS-80527C, Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data.

C.4.4.4 New Equipment Training (NET)

The contractor shall submit a New Equipment Training (NET) Plan IAW CDRL 0003 DI-TMSS-80527C, New Equipment Training.

C.4.5 Annual Software Maintenance - NIE Option (Up to Two Years): If exercised, the contractor shall provide ongoing software maintenance and future product upgrades. Unless specified otherwise in this contract, the contractors standard software maintenance plan, as stated in its proposal, applies to this contract.

C.5 PLACE OF PERFORMANCE AND SHIPPING

C.5.1 The contractor shall provide the products and support described herein to be performed at Government facilities inside the continental United States (CONUS), as required. The contractor shall provide its own portable computer and cell phone, and transportation as needed to perform this scope. The contractor may be required to drive its vehicles on unimproved road surfaces and tactical training sites during the Field Exercise (FIELDDEX), Pilot, and NIE Execution phases of the NIE event. Duty locations are Aberdeen Proving Ground, MD; Ft. Bliss, TX; and White Sands Missile Range, NM.

C.5.2 The products shall be shipped IAW F.1.4.

C.5.3 The contractor shall use best commercial practices for Packing, Packaging and Shipping.

C.5.4 When shipping, the contractor shall ensure all equipment, packages, containers, and boxes are clearly marked with product name, and the name and mobile phone number of the FSR on the ground at FBTX and/or APG, MD. The contractors FSR will be contacted immediately upon receipt of its product and will be requested to come in to inventory and inspect the materials for condition, quantity, and completeness.

C.5.5 The contractor shall coordinate any incremental delivery schedules within the specified delivery windows, report successful equipment delivery, and coordinate any changes in delivery schedules to/with the COR.

C.6 SECURITY

All contractor personnel must maintain a favorable background investigation before accessing any Government facilities, websites, databases and networks in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The contractor shall not travel outside the continental U.S. (OCONUS) with any Government equipment or information. The contractor shall not release any information or data to third parties without express written approval of the PCO. The contractor shall have access only to the Government data necessary for the accomplishment of work under this contract. The contractor shall conform to all security requirements as specified in the contract and as detailed in the contract DD Form 254. A separate DD 254 is required for all contracts involving access to classified information. Contact your Facility Security Officer (FSO) or the SoSE&I CIO Office for assistance in initiating action to receive a security clearance. For assistance with the DD Form 254, contact the SoSI CIO Office at (586) 282-9635.

C.7 GOVERNMENT FURNISHED PROPERTY:

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C.7.1 A considerable portion of the contracted work shall be completed at Government facilities. The Government shall provide access to shared resources, working space, computer network access, and peripheral equipment (such as printers). If resources are constrained this may involve time allocation among any other contractors also performing on-site.

C.8 CONTRACTING OFFICERS REPRESENTATIVE (COR)

The COR is an individual designated in accordance with DFARS 201.602-2 and is authorized in writing by the PCO to perform specific technical functions. The PCO will designate a properly trained COR prior to contract award. The COR is responsible for technical administration of the contract, including conducting contract surveillance to ensure services meet performance standards set forth in the contract. The COR is responsible for inspecting and accepting or rejecting work performed under the contract and reviewing, approving, and processing the contractors invoices. The contractor will receive a copy of the COR appointment letter after award that will specify the extent of the CORs authority to act on behalf of the PCO. The COR is not authorized to make any commitments or changes that will affect price, quantity, delivery or any other term or condition of this contract.

C.9 SECTION 508 COMPLIANCE STATEMENT

All Electronic and Information Technology (EIT) procured through Performance Work Statement/Bill of Materials and any resulting contract, TO, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended - Part 1194.

C.10 UNAUTHORIZED WORK

The contractor is not authorized to commence performance without a signed contract or direction by a PCO. Notwithstanding any of the other provisions of this contract, a PCO shall be the only individual on behalf of the Government to accept nonconforming work, waive any requirement of a contract, or modify any term or condition of this contract.

C.11 FEDERAL HOLIDAYS**C.11.1 The following days are legally recognized holidays:**

New Year's Day - 1st of January
Martin Luther King Jr.'s Birthday - 3rd Monday in January
President's Day - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - 4th of July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - 11th of November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25th of December

C.11.2 When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

C.11.3 In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by a Presidential Proclamation

C.11.4 It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during a holiday or other day observed by Government employees, the contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than its normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to a contract.

C.11.5 When the Department of Defense (DoD) grants excused absence to its employees, the contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the contractor shall be guided by the instructions issued by the PCO or the COR.

C.11.6 If Government personnel are furloughed, the contractor shall contact the PCO or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed

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Government employees. In the event the Government shutdown or furlough of Government employees impacts contract price/cost, a negotiated settlement will be reached as deemed appropriate by the PCO. Generally, the following situations apply:

C.11.6.1 Contractor personnel who are able to continue contract performance (either on site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.

C.11.6.2 Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

C.11.7 Nothing in this section abrogates the rights and responsibilities of the parties relating to any stop work clause or provision included in the contract.

C.12 CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Interoperable Voice Software Client via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on Department of the Army CMRA or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website.

*revised by Amendment 0002

*** END OF NARRATIVE C0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 DELIVERY

F.1.1 Delivery of technical data set forth in this contract shall be in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423.

F.1.2 Laboratory Based Risk Reduction (LBRR) - Voice Client software and associated licenses to provide the Voice Client capability to 27 user interfaces in accordance with (IAW) C.3.1.1 shall be delivered to the Laboratory at Aberdeen Proving Ground, MD (APG, MD) within five days of notification by the Contracting Officer. The Contracting Officer notification should be sent within 30 days after proposal submission.

F.1.3 Network Integration Evaluation (NIE) - Field - Voice Client software and associated licenses to provide the Voice Client capability to 309 user interfaces IAW C.3.1.2 shall be delivered to Fort Bliss, TX (FBTX) within seven days of contract award.

F.1.4 Ship to addresses for F.1.2 LBRR (APG, MD) and F.1.3 NIE (Fort Bliss, TX) are as follows:

F.1.4.1 Aberdeen Proving Grounds (APG) Laboratory

CERDEC, S&TCD
6010 Frankford St, Room 102
Attn: William Alexander
Aberdeen Proving Grounds, MD 21005

F.1.4.2 Fort Bliss, TX (FBTX)

System of Systems Integration Motor Pool (IMP)
Attn: Lisa A. Baird
DODAAC: W56GNP*
Bldg. 2624 Shannon Van Valzah Road
Fort Bliss, TX 79916-5000

*Remove this line if shipping via commercial carrier such as UPS, FEDEX, etc.

F.2 PERFORMANCE

F.2.1 All efforts required under this contract shall be completed: (1) within 28 weeks after date of contract award or (2) within the period of performance of any option duly exercised under this contract, whichever is later. The period of performance shall not, however, in any instance, exceed 158* total weeks after contract award. F.2.1.1 - F.2.1.10 below break down the period of performance for each specific LBRR and NIE event.

F.2.1.1 FSR - LBRR: Period of Performance is from contract award through May 2014. Period of Performance is in two separate segments: 1) two weeks between date of contract award and Feb 2014 in which the contractor shall provide on-site support at APG, MD in accordance with C.3.2.1; 2) 18 weeks between contract award and May 2014 in which the contractor shall provide remote support in accordance with C.3.2.1. Total hours for LBRR support are not expected to exceed 200 hours.

F.2.1.2 FSR - Golden Vehicle Design and Build: Period of Performance is a four week continuous period between Jan 2014 and Feb 2014. The contractor shall provide on-site support at FBTX, in accordance with C.3.2.2.

F.2.1.3 FSR - Fleet Build: Period of Performance is a four week continuous period between Feb 2014 and Mar 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.3.

F.2.1.4 FSR - NET: Period of Performance is a ten week continuous period between Jan 2014 through Mar 2014. The contractor shall conduct New Equipment Training (NET) at FBTX in accordance with C.3.2.4.

F.2.1.5 FSR - VALEX: Period of Performance is a four week continuous period between Mar 2014 and Apr 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.5.

F.2.1.6 FSR - COMMEY: Period of Performance is a one week continuous period in April 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.6.

F.2.1.7 FSR - FIELDDEX: Period of Performance is a one week continuous period in Apr 2014. The contractor shall provide on-site support at FBTX in accordance with C.3.2.7.

F.2.1.8 FSR - Pilot: Period of Performance is a one week continuous period between April 2014 and May 2014. The contractor shall provide on-site support at White Sands Missile Range (WSMR), NM in accordance with C.3.2.8.

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F.2.1.9 FSR - NIE: Period of Performance is a two week continuous period between May 2014 and Jun 2014. The contractor shall provide on-site support at WSMR, NM in accordance with C.3.2.9.

F.2.1.10 FSR - Recovery: Period of Performance is a three week continuous period in Jun 2014. The contractor shall provide on-site support at FBTX/WSMR in accordance with C.3.2.10.

F.2.2 RESERVED*

F.2.3 RESERVED*

F.2.4 LBRR and NIE FSR Support Option - All efforts required under C.4.3 and H.1.3 shall be completed within 28 weeks from the date of option exercise.

F.2.5 RESERVED*

F.2.6 RESERVED*

F.3 SEPARATELY-PRICED EFFORTS

F.3.1 The efforts under Section C.4 of the Scope of Work (SOW) are beyond the base contract award. The shipping location(s), address(es), and delivery schedule(s) will be identified at the time of option exercise (if exercised). Order lead time will be a minimum of 30 days.*

*revised by Amendment 0002

*** END OF NARRATIVE F0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR ADDITIONAL TASKS

The Government reserves the right to unilaterally exercise any or all of the option tasks for the effort described in C.4. Individual options described in C.4 may, at the Government's election, be exercised singly or in any combination, at any point or points during the option exercise period. However, the Government will not exercise C.4.3 LBRR and NIE FSR Support Option, if we have not exercised C.4.1 LBRR Option or C.4.2 NIE Option. The Government will not exercise C.4.5, Annual Software Maintenance Option, if we have not exercised C.4.1 LBRR Option, C.4.2 NIE Option, or C.4.4 Production Option.

H.1.1 LBRR Option (as described in C.4.1):

H.1.1.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.1. The Government may exercise this option at any time within 130 weeks of contract award.*

H.1.1.2 If exercised by the Government, order lead time will be a minimum of 30 days.*

H.1.2 NIE Option (as described in C.4.2):

H.1.2.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.2. The Government may exercise this option at any time within 130 weeks of contract award.*

H.1.2.2 If exercised by the Government, order lead time will be a minimum of 30 days.*

H.1.3 LBRR and NIE FSR Support Option (as described in C.4.3):

H.1.3.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.3. The Government may exercise this option at any time within 130 weeks of contract award.*

H.1.3.2 If exercised by the Government, the period of performance shall be 28 weeks.

H.1.4 Production Option (as described in C.4.4):

H.1.4.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.4. The Government may exercise this option at any time within 130 weeks of contract award.*

H.1.4.2 If exercised by the Government, the contractor shall provide all deliverables in accordance with C.4.4 - C.4.4.4 no later than 24 weeks* after the date of option exercise for each brigade.

H.1.5 Annual Software Maintenance (as described in C.4.5):

H.1.5.1 The Government shall have the unilateral right to exercise an option for the effort referenced in Section C, C.4.5. The Government may exercise this option at any time within 130 weeks of contract award for LBRR and NIE support and within 106 weeks of contract award for Production support for each brigade.*

H.1.5.2 If exercised by the Government, the period of performance shall be 52* weeks.

H.2 LOAN OF SOFTWARE PRODUCT FOR NETWORK INTEGRATION EVALUATION (NIE) 14.2

H.2.1 The contractor shall loan the necessary quantity, not to exceed 342 each, of its software product (see H.2.1.1 below) to the Army in support of Army conduct of NIE 14.2. The loan duration shall be from Date of Contract Award to up to three weeks following conclusion of the NIE 14.2 culminating field exercise (approximately July 30, 2014). The loaned software product shall reflect the configuration described in the Offeror's proposal, unless otherwise agreed to in writing with the Contracting Officer. The loaned software product shall be marked or tagged per H.2.2 below. Title to the loaned software product shall remain, at all times, with the contractor. The loaned software product shall be made available for return to the contractor during the three weeks immediately following conclusion of the NIE field exercise.

H.2.1.1 The necessary quantity, not to exceed 342 each, of its software product shall consist of:

- (i) the five Voice Client Software Product samples evaluated during the pre-award Phase II laboratory assessment described in the solicitation, plus one Power User Client Product, for a total of six software products;
- (ii) the 24 Voice Client Software Products, plus three Power User Client Software Products, for a total of 27 software products --- these 27 software products shall continue evaluation in the Laboratory Based Risk Reduction (LBRR) at APG, MD; and
- (iii) the 300 Voice Client Software Products, plus nine Power User Client Software Products, for a total of 309 software products, which will be integrated in a platform if necessary, and evaluated in a field and operational environment located at Ft. Bliss, TX

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(FBTX) or White Sands Missile Range (WSMR), NM.

H.2.2 All loaned software product shall be conspicuously marked or tagged in order to visually distinguish it from other possibly similar property within the same area of operations. This marking or tagging will help to identify ownership quickly and easily. Tags or labels shall be durable and shall include return instructions, including point of contact information and return shipping address, and may include security and maintenance notes (if applicable).

H.2.3 Use and Maintenance: The Army will exercise reasonable care and protection over the loaned software product during the Army's possession and use at various NIE facilities. The contractors authorized Field Service Representatives (FSRs), as required in Section C, Statement of Work, of this contract, shall arrange for and be granted periodic access at reasonable time(s) to the loaned software product for purposes of inspection, inventory, maintenance, or support.

H.2.4 Liability: The Army is not liable for any loss of, or damage sustained to, the loaned software product; the contractor understands and accepts this risk. The Army agrees to indemnify and hold harmless the contractor from liability it may incur as a result of the Army's use of the loaned software product. Notwithstanding the foregoing, neither Party shall be liable for incidental or consequential damages of any kind, nor to any third party for any damages in connection with the loaned software product.

H.3 SUBMISSION OF SUBCONTRACTING PLAN

H.3.1 Concurrent with the offer in response to this solicitation, the offeror shall submit a subcontracting plan required by FAR 52.219-9, Small Business Subcontracting Plan. Note that such a plan is not required of offerors that are small businesses. The plan shall be submitted as part of the offeror's proposal in response to this solicitation in accordance with L.3.2.8.

H.3.2 Each page of the subcontracting plan shall be marked with the solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification.

H.3.3 Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses at the prime contract and subcontract levels. In view of this Congressional mandate, the offeror shall provide a specific explanation of any small disadvantaged business subcontracting goal of less than five percent of the proposal's total subcontracting dollars within its proposal.

H.3.4 Breakout of Goals in Subcontracting Plan (reference Attachment 007, Items and Services Pricing): The offeror shall provide, in its subcontracting plan, a set of goals for CLIN 0001AA, NIE and LBRR Basic Award, only. No goals shall be included for Option CLINS 0002AA - 0010AH. Before award of actions under CLINS 0002AA 0010AH, the Government may require an update to the subcontracting plan.

*revised by Amendment 0002

*** END OF NARRATIVE H0001 ***

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0002	PRODUCT INFORMATION	11-JUN-2013	002	EMAIL

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SUMMARY OF THE NETWORK INTEGRATION EVALUATION (NIE) SOURCE SELECTION PROCESS FOR THE INTEROPERABLE SOFTWARE VOICE CLIENT PRODUCT

The Government intends to award one contract for the Interoperable Software Voice Client Product as a result of this Request for Proposals (RFP). The NIE award is fully discussed in Sections L & M of this RFP.

The NIE Source Selection will be based on two stages: (I) the Proposal Evaluation and (II) a Laboratory Assessment.

(I)The Proposal Evaluation will evaluate the technical proposal on an Acceptable/Not Acceptable basis in accordance with (IAW) M.4.3.1. Offerors offering products deemed Acceptable in the Proposal Evaluation will be invited to participate in a Laboratory Assessment at Aberdeen Proving Grounds (APG), MD.

(II) The Laboratory Assessment will inspect and test compliance with Exhibit A, Interoperable Software Voice Client Product Specification, and Attachment A, Capabilities Requirements Matrix IAW M.4.3.2. Based on the Technical Acceptability proven in a Laboratory Assessment and Total Overall Cost, one contract will be awarded on a Lowest Price Technically Acceptable (LPTA) basis.

L.1 PROPOSAL FORMAT AND INSTRUCTIONS

The Offeror's proposal, subject to the Submission, Modification, Revision and Withdrawal paragraph of FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions, contained in Section L of the RFP, shall be submitted in the format and quantities as set forth in this RFP. Section M, Evaluation Factors for Award, of the RFP sets forth the evaluation criteria and delineates the factors and sub-factors to be evaluated and their relative order of importance. The Offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. It is an Offeror's responsibility to submit a well-written proposal with adequately detailed information which clearly demonstrates an understanding of and the ability to comply with the RFP requirements to allow for a meaningful review.

L.1.1 Proposal Format: The Offeror shall submit an electronic version of its proposal via the Army Single Face to Industry (ASFI) Bid Response System (BRS) website at <https://acquisition.army.mil/asfi/>. All proposal information shall be in the English language and in US dollars. The proposal shall include a volume for each factor of the evaluation. Each section of the proposal shall be separable by volume (see below) to facilitate review by the Government.

Volume Number: Title

- Volume I: Contract
- Volume II: Technical
- Volume III: Price

L.1.2 Proposal Instructions: The proposal shall be accompanied by an electronic Cover Letter (Letter of Transmittal) which identifies all enclosures being transmitted in the ASFI BRS submission. Extreme care and attention shall be given to ensure that all required items are included in the proposal. Include all supplemental documentation such as any collateral material (i.e. brochures and catalogs), in the English language, which is to be included in the ASFI BRS upload. The Government reserves the right to reject any offers submitted that contain exceptions IAW M.2.

L.1.3 Notice Regarding Electronic Proposal Submission

L.1.3.1 Offerors must submit electronic copies of the proposal IAW Clause 52.204-4016, TACOM-Warren Electronic Contracting, and use the ASFI BRS website.

L.1.3.2 Offerors are cautioned that a proposal is not considered received until the final submission via ASFI BRS and a time stamped bid summary is generated. NOTE: These actions are not instantaneous. Offerors should begin the file upload well in advance of the solicitation closing date and time to ensure that the entire proposal is received in time to be considered for award. If the ASFI BRS confirmation time stamp is not prior to the solicitation closing date indicated in the RFP, pursuant to FAR 52.215-1(c)(3(ii)(A), the proposal may be rejected as late IAW M.2.

L.1.3.3 Given the volume of data and information to be submitted by Offerors in response to this solicitation, and the inherent limitations of server bandwidth, Offerors may be required to submit proposals in multiple uploads. Due to the expedited evaluation schedule, it is critical that all Offerors carefully and completely identify the parts and attachments of the proposal so that the Government may quickly and easily distribute the proposal volumes. It is important to note that up to five files can be uploaded at one time. The combined size of the five files cannot exceed 10Mb. Offerors should break attachments into smaller files or use the upload utility multiple times if files exceed the 10Mb size limit. Filenames must not contain special characters. In the ASFI Frequently Asked Questions section, there are Vendor User Guides that provide detailed information.

L.1.3.4 Offerors are requested, to the maximum extent possible, not to provide attachments from multiple volumes within each upload. Each upload should include attachments from only one volume.

Name of Offeror or Contractor:

L.1.3.5 Once the Offeror submits its proposal via ASFI BRS, a bid summary will be generated listing all of the uploaded files as attachments. Offerors shall name all files to indicate the volume and part number (i.e. Volume II - Technical - Part 1 of 4). Contractor format is acceptable.

L.1.4 Lateness: The lateness rules for submitted proposals are outlined in FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition," as incorporated into this RFP.

L.1.5 Electronic Copies: Offerors must submit electronic copies and any supplemental information (such as spreadsheets, backup data, and technical information) using the following:

(i) Files in either Microsoft Office 2000, 2007 or Office XP: Word, Excel, or PowerPoint. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format). See the Vendor User Guides in the ASFI Frequently Asked Questions section for detailed information.

(iii) Files in HTML (Hypertext Markup Language): HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within the electronic proposal and be accessible offline.

L.1.6 Reference FAR 15.207(c) for a description of the steps the Government will take with regard to unreadable proposals.

(a) If any portion of a proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the Offeror and permit the Offeror to resubmit the unreadable portion of the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the Offeror, and documented in the file. The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness under FAR 15.208(a), provided the Offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(b) Offerors shall make every effort to ensure that the proposal is virus-free. Proposals (or portions thereof) submitted which reflect the presence of a virus, or which are otherwise rendered unreadable by damage in electronic transit, shall be treated as "unreadable" as described above.

L.1.7 Paper Copies: Paper copies of proposals will not be accepted.

L.1.8 All or None: Offers in response to this RFP must be submitted for all the requirements identified in the solicitation. Offers submitted for less than all the requirements called for by this RFP may be rejected IAW M.2.

L.2 ALTERNATE PROPOSALS

L.2.1 Offerors may submit one alternate proposal (for a total of two proposals) with a differing approach to meeting the requirements. The Government will separately evaluate the alternate proposal received. Therefore, the alternate proposal submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the RFP. An alternate proposal must be clearly identified, submitted separately, clearly identify the purpose of the alternate proposal, and highlight the difference from its other proposal submitted. An Offeror will only be eligible to receive one award regardless of the number of proposals it submits.

L.3 PROPOSAL CONTENT

L.3.1 The Offerors proposal shall be submitted in three separate volumes as set forth below. All proposals shall be in English (American Standard) and shall be in US dollars. Unless otherwise specified, it is recommended that the proposal be submitted on 8.5" x 11" paper with a minimum font size of 10 pt. and a minimum of 0.5" margins. Schedules, drawings and other documents more appropriate to larger size shall be submitted in no larger than 11" x 17" dimensions. A Proposal Executive Summary is optional. It will neither be considered as part of the volumes required below nor will it be evaluated. If a Proposal Executive Summary is submitted, it must be submitted as a separate volume from the three volumes set forth below and it is recommended to be no more than five pages. The Offerors proposal shall consist of the following volumes:

- a. Volume I: Contract
- b. Volume II: Technical
- c. Volume III: Price

L.3.2 VOLUME I: CONTRACT

In this Volume, Offerors shall provide the following:

L.3.2.1 A scanned image of the SF 33 cover page signed by a person authorized to sign proposals on behalf of the Offeror. Blocks 12, 13, 15A, 15B, 16, 17, and 18 of the SF 33 must be filled in by Offeror.

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L.3.2.2 One copy of this solicitation (Sections A-K) with all clause and other fill-ins completed, including Representations and Certifications in Section K. System for Award Management (SAM) certifications need not be separately submitted; however, all Offerors must be successfully registered and valid in SAM prior to award.

L.3.2.3 An affirmative statement that the Offeror proposes to meet all the requirements of Section C, including intent to provide the requisite NIE laboratory product and support (pre-award).

L.3.2.4 Offerors shall provide the NIE Planning Documents listed in this paragraph below. This additional data will help the Government in confirming that the full scope of these requirements has been communicated, is understood, and is fair and reasonable.

This information must be submitted in order for the Offeror to be considered responsive but will not be formally evaluated as a part of the pre-NIE Source Selection Process.

- a. Product Information (Attachment 002)
- b. Information Assurance Questionnaire (Attachment 003)
- c. Training Plan and Draft Training Support Package (TSP) (Attachment 004)

L.3.2.5 Offerors shall provide software and field support to APG, MD for Stage II Laboratory Assessment upon receipt of Contracting Officer notification as follows:

- a. The Laboratory testing will take from three to five days.
- b. Offerors shall provide all client and server software and licenses necessary, as detailed below, to conduct Stage II Laboratory testing IAW Exhibit A, Interoperable Software Voice Client Product Specification, Table 4.1 requirements which are called out with a "T" in the "Method" column. Stage II Laboratory testing will be conducted using the Stage II Test Architecture depicted in Attachment 005, Stage II Test Procedure. The Offeror shall provide all client and server software and licensing necessary to facilitate the following capabilities: a total of six Voice Clients, of which one must support Power User features as defined in Section 3.2 of Exhibit A, Interoperable Software Voice Client Product Specification; 20 talk groups and dial-in talk group access for 20 concurrent dial-in participants; and recording capability for all 20 talk groups. Servers will be made available at each of the three logical LAN locations in the test architecture. Voice Clients shall be installed on Windows 7 (64-bit) native operating system and Windows 7 (64-bit) hosted on VMWare VSphere 5.0 (ESXi). Server components shall be installed on Windows Server 2008 R2 (64-bit) operating system hosted on VMWare VSphere 5.0 (ESXi).
- c. Offerors shall provide written step-by-step procedures for system operation, concurrently with its product and any needed material to instruct ten Government test personnel on the operation of the voice client product.
- d. Offerors shall provide ancillary software, equipment, and materials necessary to load, configure, verify, and ascertain software functionality for the voice client product.
- e. Offerors shall be required to provide on-site technical support for product configuration and operational training to Government testers. The Offerors technical representatives shall assist in the setup of the product samples and configure each software client for operational test. Offerors shall provide on-site instruction to ten Government test personnel on the operation of the voice client product. No more than two technical representatives will be authorized access to the training and testing facilities for the duration of the Stage II Laboratory testing. The Offerors technical representatives shall submit visit requests using Attachment 006, Space & Terrestrial Communications Directorate (S&TCD) Unclassified Facility Visit Request Worksheet via email to Mr. Scott Newman (see Destination Organization Point of Contact in Attachment 006) no later than 96 hours prior to being admitted to the testing facility.
- f. Offerors shall configure their voice client products to support functional verification testing for each of the requirements in Exhibit A, Interoperable Software Voice Client Product Specification, Table 4.1 which are called out with a "T" in the "Method" column.

L.3.2.6 A statement of agreement to all the terms, conditions, and provisions of this solicitation.

L.3.2.6.1 The Offeror shall include a description of the commercial warranty proposed for this solicitation within this Volume. The commercial warranty description shall provide the Government with all commercially available warranties offered for the product components. The Offeror shall identify the product, manufacturer, and terms of each warranty as provided with the product delivery for Stage II Laboratory testing.

L.3.2.6.2 The Offeror shall provide its standard software maintenance plan within this Volume. The software maintenance plan description shall address ongoing software maintenance and future product upgrades.

L.3.2.7 Organizational Conflict of Interest

L.3.2.7.1 Offerors shall provide an affirmative statement that the Offeror does not have an Organizational Conflict of Interest as it applies to this solicitation.

L.3.2.7.2 The provisions of FAR 9.5, Organizational and Consultant Conflicts of Interest (OCI), apply to any award made under this solicitation. Potential Offerors shall review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage.

L.3.2.7.3 Offerors shall disclose any potential OCI situations to the Contracting Officer as soon as identified including prior to

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proposal submission. The disclosure shall include the facts and an analysis of the actual or perceived conflict and recommend an approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate or obviate the conflict. Mitigation is considered only if it is not practical to negate or obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

L.3.2.8 The Offeror shall provide a Small Business Subcontracting Plan as required by FAR 52.219-9 and in accordance with H.3 of this solicitation.

L.3.2.9 In the event that the Government decides to pursue the purchase of an Enterprise License at a later date, the Offeror shall provide the total cost for an Enterprise License within this volume. This pricing is for informational purposes only, and will not be formally evaluated as part of the pre-NIE Source Selection Process; however, this pricing must be submitted in order for the Offeror to be considered responsive. If an Offeror is unable to provide an Enterprise License, the Offeror shall provide a statement indicating such in this volume. An Enterprise License is defined as a license that is issued to allow unlimited use of the program throughout the organization, although there may be restrictions and limitations. An Enterprise License always foregoes the need to register the software each time it is installed on another computer; however, there may be a master password that is required to activate each copy.

L.3.2.10 The Offeror shall provide a statement confirming the status of its SECRET facility security clearance through the Defense Security Service (DSS), as required by Attachment 007 - DD 254 (Contract Security Classification Specification). Failure to submit this statement as part of proposal submission may render the offeror ineligible for award IAW M.2. SECRET facility security clearance must be obtained prior to contract award. Failure to obtain an approved SECRET facility security clearance prior to contract award will result in the offeror being ineligible for award IAW M.2.*

L.3.3 VOLUME II: TECHNICAL

L.3.3.1. The Technical Factor shall consist of the requirements within the Threshold Capabilities as detailed below.

L.3.3.1.2 Threshold Capabilities: Offerors shall clearly establish conformance with all "Threshold" requirements of an Interoperable Software Voice Client Product, as prescribed in Exhibit A, Interoperable Software Voice Client Product Specification, by submitting the following:

- a. A completed Capabilities Requirements Matrix (Attachment 001).
- b. Supporting Compliance Documentation. The Offeror shall provide product documentation that substantiates responses to Attachment 001, Capabilities Requirements Matrix. Unsubstantiated claims may render the Offeror ineligible for award IAW M.2. Product documentation indicated as "Required" below must be submitted within this Volume. Additional product documentation can be submitted if any of the threshold requirements are not demonstrated by the "Required" product documentation.
 - i. Any one of the following documents, or equivalent, describing the functional capabilities of the software client being proposed by model number and software release number (Required):
 - 1) Software Description Document
 - 2) Software Design Specification
 - 3) Other software feature documentation citing the documentation source and describing the features of the software client product
 - ii. The Voice Client Configuration Guide, or equivalent, describing the procedures for invoking the features of the voice client in the configuration by software release number (Required).
 - iii. Additional supporting data as indicated in Attachment 001, Capabilities Requirements Matrix, "Required Document Type" column (Required).

L.3.4 VOLUME III: PRICE

L.3.4.1 Offerors shall provide the following information in files which are MS Excel or MS Word 2003/2007 compatible:

L.3.4.1.1 For CLIN 0001AA - NIE and LBRR Basic Award, provide the predetermined fixed price amount of \$350,000. This amount is not negotiable.

L.3.4.1.2 For CLIN 0002AA - NIE Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.1 of the RFP.

L.3.4.1.2.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.1 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;

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- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

L.3.4.1.3 For CLIN 0003AA - Software Maintenance - NIE (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.3.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

L.3.4.1.4 For CLIN 0004AA - LBRR Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.2 of the RFP.

L.3.4.1.4.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.2 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

L.3.4.1.5 For CLIN 0005AA - Software Maintenance - LBRR (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.5.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

L.3.4.1.6 For CLIN 0006AA - NIE and LBRR FSR Support (Option), provide the proposed lot price to meet the requirements identified in Section C.4.3 of the RFP.

L.3.4.1.6.1 In support of the proposed lot price:

- (a) Provide the number of labor hours, by event (i.e. LBRR, Golden Vehicle Design, Fleet Build, NET, VALEX, COMEX and FIELDDEX, Pilot and NIE, & Recovery), used in estimating the proposed lot price;
- (b) Provide a brief narrative explaining how the hours were estimated; and
- (c) Identify the types of costs included in the proposed lot price.

L.3.4.1.7 For each CLIN 0007AA through 0007AH - First Year Production Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.4 of the RFP.

L.3.4.1.7.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.4 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

Note: If the proposed price and information required in Section L.3.4.1.7.1 of the RFP are the same for each CLIN 0007AA through 0007AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0007AA through 0007AH.

L.3.4.1.8 For each CLIN 0008AA through 0008AH - First Year Software Maintenance - Production (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.8.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

Note: If the proposed price and information required in Section L.3.4.1.8.1 of the RFP are the same for each CLIN 0008AA through 0008AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that

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it applies to CLINs 0008AA through 0008AH.

L.3.4.1.9 For each CLIN 0009AA through 0009AH - Second Year Production Interoperable Software Voice Client (Option), provide the proposed lot price to meet the requirements identified in Section C.4.4 of the RFP.

L.3.4.1.9.1 In support of the proposed lot price, provide a brief narrative explaining how the proposed lot price was estimated. As part of the narrative, provide the following information for each license being proposed to meet the requirements and capabilities included in Section C.4.4 of the RFP:

- (a) The name of each license;
- (b) The quantity of each license;
- (c) The unit price of each license;
- (d) The extended price of each license;
- (e) A brief narrative explaining the basis for the proposed unit cost of each license; and
- (f) A brief narrative describing why each license is required.

Note: If the proposed price and information required in Section L.3.4.1.9.1 of the RFP are the same for each CLIN 0009AA through 0009AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0009AA through 0009AH.

L.3.4.1.10 For each CLIN 0010AA through 0010AH - Second Year Software Maintenance - Production (Option), provide the proposed lot price to meet the requirements identified in Section C.4.5 of the RFP.

L.3.4.1.10.1 In support of the proposed lot price, provide an explanation of what is included in the proposed lot price and how the price was estimated.

Note: If the proposed price and information required in Section L.3.4.1.10.1 of the RFP are the same for each CLIN 0010AA through 0010AH (since all of the CLINs have identical requirements), then the Offeror is only required to provide this information once and state that it applies to CLINs 0010AA through 0010AH.

L.3.4.2 In addition to the above information, the Government reserves the right to request additional or more detailed price breakdown data to support its determination of price reasonableness.

L.4 GOVERNMENT SUPPORT CONTRACTORS

Offerors are advised that Government Support Contractors (GSCs) from FemmeComp Inc., Netorian LLC, Jacobs Technology, Inc., The MITRE Corporation, Scientific Research Corporation, and Janus Research Corporation (information identified below) may serve as evaluators in, or provide support to, the source selection process.

L.4.1 The individuals employed by GSCs will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. The GSCs are expressly prohibited from competing on the subject acquisition. In accomplishing their duties related to the source selection process, the GSCs may require access to proprietary information contained in the Offeror's proposal. Pursuant to FAR Part 9.505-4, the GSCs must execute a Non-Disclosure Agreement with each Offeror that states that they will (1) protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each Offeror must contact each of the GSCs to execute such an agreement with the Primes and its Subcontractors, as referenced below.

L.4.2 By Close of Business on TBD, Offerors shall submit to the Contracting Officer the agreements that have been fully executed with each of the GSCs (Primes and Subcontractors) listed below as of this date and identify those GSCs where discussions are still ongoing, including an estimated date of completion. These agreements shall be sent to the Contracting Officer via electronic mail to jaclyn.m.flewelling.civ@mail.mil or via postal mail to Jaclyn Flewelling, Contracting Officer, US Army TACOM (Attn: CCTA-ASG-A), 6501 E. Eleven Mile Road, Mailstop 322, Warren, MI 48397-5000. If an Offeror experiences difficulty in obtaining agreements by the date indicated above, the Offeror shall immediately notify the Contracting Officer via electronic mail and provide a list of and describe any issues associated with executing agreements with the GSCs.

L.4.3 In all cases, the Offeror shall submit fully executed agreements between the Offeror and each of the GSCs (Primes and Subcontractors) listed below prior to or with its proposal submission via ASFI BRS. Failure to submit all fully executed agreements with each GSC prior to or as part of proposal submission may make the Offeror ineligible for award IAW M.2.

L.4.4 The contact information for the GSCs identified in L.4 above is as follows:

i. FemmeComp Inc.
POC: Terri Mallon
[mailto: Terri.Mallon@femmecomp.com](mailto:Terri.Mallon@femmecomp.com)
703-961-1818 x169

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 44 of 48****PIIN/SIIN** W56HZV-13-R-0179**MOD/AMD** 0002**Name of Offeror or Contractor:**

ii. Netorian LLC

POC: Jeremy Brady

mailto: jbrady@netorian.com

443-619-9759

iii. Jacobs Technology, Inc.

POC: Erik A. Larson

mailto: erik.larson@jacobs.com

586-582-9345

iv. The MITRE Corporation

POC: Bob Orlosky

mailto: Rorlosky@mitre.org

703-983-7622

v. Scientific Research Corporation

POC: Jerry Goldbaugh

mailto: jgoldbau@scires.com

770-989-9408

vi. Janus Research Corporation

POC: Nichole Rectenwald

mailto: contract.admin@janusresearch.com

706-364-9100

*added by Amendment 0002

*** END OF NARRATIVE L0001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

M.1.1 The Government intends to award one contract for the Interoperable Software Voice Client Product as a result of this solicitation.

Selection of the successful Offeror shall be made following a two-stage assessment of each proposal against the requirements described herein and the criteria set forth below. Contract award will be made using a Lowest Price Technically Acceptable (LPTA) source selection process IAW FAR 15.101-2.

M.1.2 Award without Discussions: In accordance with FAR 52.215-1(f)(4), the Government intends to evaluate proposals and award a contract without discussions with Offerors (this excludes 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 conducted, discussions on pricing or other non-technical issues do not obligate the Government to discuss technical issues, nor do discussions on technical issues obligate the Government to discuss pricing or other non-technical issues. 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.

M.2 REJECTION OF OFFERS

M.2.1 Offerors must carefully read, understand, and provide all the information requested in Section L. If there are parts of Section L that the Offeror does not understand, the Offeror shall request clarification from the Contracting Officer prior to proposal submission. In accordance with FAR 52.215-1, contained in this RFP, the Government may reject any or all proposals if such action is in the Government's interest. Examples include, but are not limited to, the following:

- a. Merely offers to perform work according to the solicitation terms or fails to present more than a statement indicating its capability to comply with the solicitation terms and does not provide support and elaboration as specified in Section L of this solicitation; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity risks required to perform the RFP requirements, that may include submission of a proposal which is unrealistically high or low in price or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and price proposal, which implies that the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to cost or price. An unbalanced offer is one which (a) is based on costs or prices significantly high or low for one given period versus another period or (b) the price of one or more contract line items is significantly over or understated. There must be a direct relationship between the effort expended and its cost or price for each year and each CLIN. See FAR 15.404-1(g) for more information on unbalanced offers; or
- e. Offers a product or services that do not meet all stated material requirements of the RFP; or
- f. Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or
- g. Fails to meaningfully respond to the proposal preparation instructions specified in Section L of this RFP; or
- h. Is unaffordable or unreasonable; or
- i. Fails to provide the completed NIE Planning Documents identified in L.3.2.4; or
- k. Fails to provide an affirmative statement that upon Contracting Officer notification, the Offeror will provide the software clients and laboratory engineering support as identified in L.3.2.5; or
- l. Fails to acknowledge amendments to the RFP; or
- m. Fails to submit fully executed Non-Disclosure Agreements with all GSCs (primes and subcontractors) listed in L.4.4 prior to or as part of its proposal submission.
- n. Fails to provide a statement confirming the status of its SECRET facility security clearance through the DSS as required by Attachment 007 - DD 254 (Contract Security Classification Specification).*
- o. Fails to obtain an approved SECRET facility security clearance from the DSS prior to contract award.*

Name of Offeror or Contractor:**M.3. EVALUATION PROCESS****M.3.1 Source Selection Authority**

The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the Offeror for contract award.

M.3.2 Source Selection Evaluation Board (SSEB)

A Source Selection Evaluation Board (SSEB) has been established by the Government to evaluate proposals in response to this solicitation. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation IAW the Evaluation Criteria for this solicitation. Careful, full and impartial consideration will be given to the evaluation of all proposals received pursuant to this solicitation.

M.3.3 Responsibility

M.3.3.1. Determination of Responsibility and Eligibility for Award: Per FAR 9.103, a contract will be placed only with Offerors that the Contracting Officer determines to be responsible; that is, those who can satisfactorily perform the necessary tasks and deliver the required items on time. Prospective Offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. In addition, the Government may assess the Offeror's financial ability to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all Offerors (or its Significant Subcontractors) to aid the Contracting Officer in the evaluation of each Offeror's proposal and ensure that a selected Offeror is responsible. No award can be made to an Offeror who has been determined to be not responsible by the Contracting Officer. To ensure that the Offeror meets the responsibility criteria of FAR 9.104, the Government may:

- a. Arrange a visit to the Offerors plant and perform a necessary Pre-Award Survey, or
- b. Ask the Offeror to provide technical, production, quality, and/or financial information. If the Offeror does not provide the Government with the data as requested within 7 days from receipt of the request, or if the Offeror refuses to have the Government visit its facility, the Contracting Officer may determine the Offeror to be not responsible. If the Government visits the Offeror's facility, please make sure that the Offeror has current data relevant to its proposal available for the Government team to review.

M.4 EVALUATION FOR BASE CONTRACT AWARD

M.4.1 Selection of the successful Offeror will be made using a two-stage evaluation process as set forth herein, and one resultant contract will be awarded on a Lowest Price Technically Acceptable (LPTA) basis. The Government reserves the right to reject offers IAW M.2, Rejection of Offers.

M.4.2 Evaluation:

- (1) Stage I of the LPTA evaluation is a technical assessment based on the information provided in the Offeror's proposal.
- (2) Stage II of the LPTA evaluation is a continued technical assessment in a laboratory, and an assessment of the Offeror's total price. Only those Offerors found to be technically acceptable in Stage I will be evaluated in Stage II.

M.4.3 VOLUME II: TECHNICAL**M.4.3.1. Technical Evaluation: Stage I**

Stage I of the technical evaluation is an assessment of product compliance to the threshold requirements of the Interoperable Software Voice Client Product. Proposals will be rated as Acceptable or Not Acceptable. The evaluators will review data required in L.3.3. An Acceptable proposal demonstrates the proposed software client will meet each of the threshold requirements marked "D" in the "Method" column of Exhibit A, Interoperable Software Voice Client Product Specification, as evidenced by the Offeror's responses to Attachment 001, Capabilities Requirements Matrix, and the Supporting Compliance Documentation (L.3.3.1.2(b)) submitted in support thereof. In order to be considered for award, the Offeror's proposal must be rated Acceptable for 100 percent of the threshold requirements. Any Offeror's proposal assessed as Not Acceptable under the technical evaluation will be ineligible for award. An Offeror whose technical proposal is rated Not Acceptable will be notified that its proposal will no longer be considered for award.

M.4.3.2 Technical Evaluation: Stage II

Those Offerors rated Acceptable against the Stage I technical criteria will be asked to provide all client and server software and licensing to APG, MD that is necessary to facilitate the following capabilities: a total of six Voice Clients, one of which must support Power User features as defined in Section 3.2 of Exhibit A, Interoperable Software Voice Client Product Specification; 20 talk groups and dial-in talk group access for 20 concurrent dial-in participants; and recording capability for all 20 talk groups. Those Offerors will be required to provide on-site integration support and operational training to Laboratory Technicians at APG for Stage II, Laboratory Assessment, IAW L.3.2.5. Stage II of the evaluation will consist of a physical technical assessment in the laboratory at

Name of Offeror or Contractor:

APG, MD to determine product compliance with the Interoperable Software Voice Client Product threshold requirements that are marked "T" in the "Method" column of Exhibit A, Interoperable Software Voice Client Product Specification. The software client will be assessed in an integrated environment as depicted in Attachment 005, Stage II Test Procedure. In the event an Offeror's product fails to meet a threshold requirement during test, the Offeror will be allowed one opportunity to adjust the laboratory configuration. Upon adjustment, the Government will retest the previously failed test. A maximum of one configuration retest per previously failed requirement will be allowed; however, the purpose of the test and evaluation is not to reveal deficiencies or significant weaknesses for possible remediation through discussions. The laboratory configuration adjustment and one configuration retest per previously failed requirement does not constitute the opening of discussions with the Offeror, nor does it allow the Offeror to revise its proposal in any way as a result.

Under Stage II of the LPTA evaluation, those proposals rated technically Acceptable will be evaluated for the total lowest evaluated price, which will include an assessment of price reasonableness. Only those products that demonstrate 100% of the Voice Client Product threshold requirements marked "T" in the "Method" column of Exhibit A, Interoperable Software Voice Client Product Specification, will be deemed technically Acceptable.

M.4.4 VOLUME III: PRICE

M.4.4.1 The Price Factor evaluation will consider the total evaluated price to the Government. For those proposals rated Acceptable under Stage I, the Government will evaluate the total evaluated price using one or more techniques identified in FAR 15.404 to determine if the total price proposed is fair and reasonable to accomplish the solicitation requirements.

M.4.4.1.1 The assessment of total evaluated price will include consideration of the reasonableness of the proposed firm fixed prices of all priced CLINs. Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. The Government may reject a proposal which is not reasonable IAW M.2.

M.4.4.1.2 Offerors shall note that the pricing of all proposals will be carefully reviewed to detect offers that are unbalanced as to cost or price. An unbalanced offer is one which (a) is based on costs or prices significantly high or low for one given period versus another period; or (b) the price of one or more contract line items is significantly over or understated. There must be a direct relationship between the effort expended and its cost or price for each year and each CLIN. The Government may reject a proposal which is unbalanced IAW M.2.

M.4.4.1.3 In the event the Government receives an offer from a HUBZone small business concern, a factor of 10 percent will be applied, IAW FAR 52.219-4, to the total evaluated price of other offers except as otherwise specified in the clause.

M.4.4.2 The Evaluated Price for CLIN 0001AA - NIE and LBRR Basic Award will be the predetermined fixed price amount of \$350,000.

M.4.4.3 The Evaluated Price for CLIN 0002AA - NIE Interoperable Software Voice Client (Option) will be the proposed lot price for this CLIN.

M.4.4.4 The Evaluated Price for CLIN 0003AA - Software Maintenance - NIE (Option) will be the proposed lot price for this CLIN.

M.4.4.5 The Evaluated Price for CLIN 0004AA - LBRR Interoperable Software Voice Client (Option) will be the proposed lot price for this CLIN.

M.4.4.6 The Evaluated Price for CLIN 0005AA - Software Maintenance - LBRR (Option) will be the proposed lot price for this CLIN.

M.4.4.7 The Evaluated Price for CLIN 0006AA - NIE and LBRR FSR Support (Option) will be the proposed lot price for this CLIN.

M.4.4.8 The Evaluated Price for CLINs 0007AA through 0007AH - First Year Production Interoperable Software Voice Client (Option) will be the proposed lot price for each CLIN.

M.4.4.9 The Evaluated Price for CLINs 0008AA through 0008AH - First Year Software Maintenance - Production (Option) will be the proposed lot price for each CLIN.

M.4.4.10 The Evaluated Price for CLINs 0009AA through 0009AH - Second Year Production Interoperable Software Voice Client (Option) will be the proposed lot price for each CLIN.

M.4.4.11 The Evaluated Price for CLINs 0010AA through 0010AH Second Year Software Maintenance - Production (Option) will be the proposed lot price for each CLIN.

M.4.4.12 Total Evaluated Price: The Government will evaluate Offeror(s) for award by summing the Evaluated Prices for all CLINs (0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0006AA, 0007AA through 0007AH, 0008AA through 0008AH, 0009AA through 0009AH, and 0010AA through 0010AH).

*added by Amendment 0002

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 48 of 48****PIIN/SIIN** W56HZV-13-R-0179**MOD/AMD** 0002**Name of Offeror or Contractor:**

*** END OF NARRATIVE M0001 ***