

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                     |  |                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|-------------------------------------------------------------------------------------|--|--------------------------------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |  | 1. CONTRACT ID CODE<br><b>J</b>                                                     |  | PAGE OF PAGES<br><b>1   24</b>                               |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>0002</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 3. EFFECTIVE DATE<br><b>11-May-2017</b> |  | 4. REQUISITION/PURCHASE REQ. NO.                                                    |  | 5. PROJECT NO.(If applicable)                                |  |
| 6. ISSUED BY<br>NAWCTSD 253<br>12350 RESEARCH PARKWAY (25342)<br>ORLANDO FL 32826                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | CODE<br><b>N61340</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br><br><b>See Item 6</b>                  |  | CODE                                                         |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  | <input checked="" type="checkbox"/> X                                               |  | 9A. AMENDMENT OF SOLICITATION NO.<br><b>N61340-17-R-0035</b> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  | <input checked="" type="checkbox"/> X                                               |  | 9B. DATED (SEE ITEM 11)<br><b>20-Apr-2017</b>                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                     |  | 10A. MOD. OF CONTRACT/ORDER NO.                              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                     |  | 10B. DATED (SEE ITEM 13)                                     |  |
| CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | FACILITY CODE                           |  |                                                                                     |  |                                                              |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                     |  |                                                              |  |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br/> (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br/> 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.</p> |  |                                         |  |                                                                                     |  |                                                              |  |
| <b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                         |  |                                                                                     |  |                                                              |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                     |  |                                                              |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                     |  |                                                              |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  |                                                                                     |  |                                                              |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                     |  |                                                              |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  |                                                                                     |  |                                                              |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                         |  |                                                                                     |  |                                                              |  |
| <b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b><br><br>See page 2 for the description of the amendment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                         |  |                                                                                     |  |                                                              |  |
| <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                     |  |                                                              |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)                          |  |                                                              |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  | TEL: _____ EMAIL: _____                                                             |  |                                                              |  |
| 15B. CONTRACTOR/OFFEROR<br><br>_____<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br><br>BY _____<br>(Signature of Contracting Officer) |  | 16C. DATE SIGNED<br><br><b>11-May-2017</b>                   |  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this amendment are as follows:

Section A, to extend the proposal submission date from 25 May 2017 to 05 June 2017.

Section B, to change CLIN 2002 to an Option CLIN.

Section B, to state that CLINs 0002, 1002, and 2002 are Not Separately Priced (NSP).

Section B, to change the unit of issue for CLINs 0002, 1002 and 2002 to Lot.

Section C, specifically C.4, was updated to reflect that CLIN 2001 and CLIN 2002 are Option CLINs.

Section C, F, L, to update the Contract Specialist contact info of Nicole Knight to Nicole Pinkney.

Section F, to change the delivery date of CLIN 2001 to 30 months After Date of Contract (ADC).

Section F, to change the delivery date of CLIN 2002 to 32 months ADC.

Section F, to change the delivery date of CLIN 3001 to 28 months ADC.

Section I, updated to include Option CLIN 2002 to FAR Clause 52.217-7, Option for Increased Quantity - Separately Priced Line Items (Mar 1989).

Section I, updated to change Option CLINs 0004, 1004, 2001, 2002, and 3001 Option Exercise Period dates for FAR Clause 52.217-7, Option for Increased Quantity - Separately Priced Line Items (Mar 1989).

Section J, to update Attachment 1, Statement of Work to 160039B dated 10 May 2017.

Section J, to update Attachment 2, Performance Specification to 160042C undated.

Section J, to update Exhibit A CDRLs A00A, A00D, A00E, A00F, A007

Section J, to update Exhibit D by updating CDRL D001 and replacing CDRL D004 with CDRL D003.

Section J, to update Exhibit E CDRLs E001, E002, E003 and E004.

Section J, to update Exhibit F CDRL F001.

Section J, to update Attachment L-3, Answers to Industry's RFP Questions 2-7.

All other terms and conditions remain changed.

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 25-May-2017 02:00 PM to 05-Jun-2017 02:00 PM.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0002

The CLIN extended description has changed from:

Technical Data and Information in support of CLIN 0001

To:

Technical Data and Information in support of CLIN 0001

Not Separately Priced (NSP)

.

The unit of issue has changed from Each to Lot.

CLIN 1002

The CLIN extended description has changed from:

Technical Data and Information in support of CLIN 1001

To:

Technical Data and Information in support of CLIN 1001

Not Separately Priced (NSP)

.

The unit of issue has changed from Each to Lot.

CLIN 2002

The CLIN extended description has changed from:

Technical Data and Information in support of CLIN 2001

To:

Technical Data and Information in support of CLIN 2001

Not Separately Priced (NSP)

.

The pricing detail quantity 1.00 has been added.  
The unit of issue has changed from Each to Lot.  
The option status has changed from No Status to Option.

CLIN 3001

The CLIN extended description has changed from:

For Devices 2F220 and 2F246

In accordance with Statement of Work 160039A, para 3.2.1.1, baseline training device corrections described in CH-53E-TECR-01 shall be corrected by the Contractor and incorporated into the training devices. The TECR List is detailed in Section J, Attachment 3.

To:

For Devices 2F220 and 2F246

In accordance with Statement of Work 160039B, para 3.2.1.1, baseline training device corrections described in CH-53E-TECR-01 shall be corrected by the Contractor and incorporated into the training devices. The TECR List is detailed in Section J, Attachment 3.

The pricing detail quantity 1.00 has been added.

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

### DESCRIPTIONS AND SPECIFICATION

#### **C.1. TERMS AND CONDITIONS NOTE**

Section C Contract clauses under the Basic TSC III Contract are hereby flowed down to this Delivery Order with the same force and effect as if set forth in full text. The TSC III BASIC PROPOSAL MANAGEMENT PLANS: RISK MANAGEMENT PLAN, CONFIGURATION MANAGEMENT PLAN, QUALITY MANAGEMENT SYSTEM PLAN, SOFTWARE DEVELOPMENT PLAN, SYSTEMS ENGINEERING MANAGEMENT PLAN, AND LIFE CYCLE SUSTAINMENT PLAN, as specified in NAVAIR clause 5252.211-9509 of the TSC III Contract, are also flowed down to this DO. Duplicated Section C clauses from the Basic have been retained to provide detailed “fill-in” information when applicable. Additional Delivery Order specific terms and conditions are incorporated herein.

#### **C.2. DEFINITIONS**

(a) Unless otherwise defined, each of the following terms has the assigned meaning:

(1) “*Contract Specialist*” means Ms. Nicole Pinkney, and the contact information for this individual is as follows:

Naval Air Warfare Center  
Training Systems Division  
Attn: Nicole Pinkney, Code 2.5.3.4.1  
12211 Science Dr.  
Orlando, FL 32826-3275  
E-mail: [nicole.pinkney@navy.mil](mailto:nicole.pinkney@navy.mil)  
Phone: (407) 380-8026

(2) “*DO*” has the meaning assigned to it under Subsection B.1.

(3) “*FFP*” has the meaning assigned to it under Subsection B.2.

(4) “*NAWCTSD*” means the Naval Air Warfare Center Training Systems Division.

(5) “*Procuring Contracting Officer*” or “*PCO*” means Mr. Robert Orozco, and the contact information for this individual is as follows:

Naval Air Warfare Center  
Training Systems Division  
Attn: Robert Orozco, Code 2.5.3.4.1  
12211 Science Dr.  
Orlando, FL 32826-3275  
E-mail: [robert.orozco@navy.mil](mailto:robert.orozco@navy.mil)  
Phone: (407) 380-4173

(6) “*SOW*” means Statement of Work for CH-53E Baseline Configuration Upgrade (BCU) Devices 2F220 and 2F246, Number 160039B, dated 10 May 2017 (Attachment 1).

(7) “*Specification*” means Performance Specification for CH-53E Baseline Configuration Upgrade (BCU) Device 2F220 and 2F246, Number 160042C, undated (Attachment 2).

#### **C. 3. STATEMENT OF WORK INCORPORATION**

Unless otherwise specified, the SOW is incorporated here by reference with the same force and effect as if set forth in full text.

**C.4. LINE ITEM DETAILS**

| Line Item | DESCRIPTION                                            | EXTENDED DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0001      | DEVICE 2F220 CFTD UPGRADE                              | In accordance with Statement of Work (SOW160039B, para 3.2.1 and 3.2.1.2), the Contractor shall upgrade the CH-53E Containerized Flight Training Device (CFTD) Device 2F220. The 2F220 is located at MCAS Kanehoe Bay, Hawaii. The device will be upgraded with a new visual display system and an obsolescence upgrade will be performed to ensure continuous supportability that meets cyber security controls and policies. |
| 0002      | TECHNICAL DATA                                         | The Contractor shall develop and deliver technical data in support of CLIN 0001 of this contract and in accordance with the SOW (para 3.2.11 and 3.2.12) and Exhibits A, B, C, D, E and F.                                                                                                                                                                                                                                     |
| 0003      | PROVISIONED ITEM ORDER (PIO)                           | The Contractor shall propose in accordance with Contract Section J, Attachment 1, Provisioned Item Order (PIO). The procurement of additional PIOs shall be provided in accordance with Clauses 5252.211-9506 (section F) and 5252.217-9500 (section H). The funding will be added as a priced SLIN.                                                                                                                           |
| 0004      | INTERIM CONTRACTOR SUPPORT FOR DEVICE 2F220 (OPTION)   | In accordance with Statement of Work (SOW160039B, para 3.2.16) the Contractor shall provide 30 days of On-Site Logistics Support following successful completion of the FPCA and 5 months of On-Call Engineering Services following DD250 of device 2F220.                                                                                                                                                                     |
| 1001      | DEVICE 2F246 CFTD                                      | In accordance with Statement of Work (SOW160039B, para 3.2.1 and 3.2.1.3), the Contractor shall design, build and deliver a CH-53E CFTD Device 2F246 to MCAS Futenma, Japan. The device will be designed to ensure continuous supportability and meet cyber security controls and policies.                                                                                                                                    |
| 1002      | TECHNICAL DATA                                         | The Contractor shall develop and deliver technical data in support of CLIN 1001 of this contract and in accordance with the SOW (para 3.2.11, 3.2.12 and 3.2.1.3) and Exhibits A, B, C, D, E and F.                                                                                                                                                                                                                            |
| 1003      | PROVISIONED ITEM ORDER (PIO)                           | The Contractor shall propose in accordance with Contract Section J, Attachment 1, Provisioned Item Order (PIO). The procurement of additional PIOs shall be provided in accordance with Clauses 5252.211-9506 (section F) and 5252.217-9500 (section H). The funding will be added as a priced SLIN.                                                                                                                           |
| 1004      | INTERIM CONTRACTOR SUPPORT FOR DEVICE 2F246 (OPTION)   | In accordance with Statement of Work (SOW160039B, para 3.2.16) the Contractor shall provide 30 days of On-Site Logistics Support following successful completion of the FPCA and 5 months of On-Call Engineering Services following DD250 of device 2F246.                                                                                                                                                                     |
| 2001      | DISASSEMBLY AND DISPOSAL OF DEVICE 2F171 CFTD (OPTION) | In accordance with the Statement of Work (SOW 160039B, para 3.2.1.4), the Contractor shall disassemble and coordinate the disposal of the CH-53E Aircrew Procedures Trainer (APT) Device 2F171 located at MCAS Futenma, Japan.                                                                                                                                                                                                 |
| 2002      | TECHNICAL DATA (OPTION)                                | In accordance with the Statement of Work (SOW 160039B, para 3.2.1.4), the Contractor shall provide technical documentation IAW CDRLs (B003, B004).                                                                                                                                                                                                                                                                             |

|      |                                                       |                                                                                                                                                                                                                                                                          |
|------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3001 | TRAINER<br>ENGINEERING<br>CHANGE REQUESTS<br>(OPTION) | In accordance with Statement of Work (SOW160039B, para 3.2.1.1), baseline training device corrections described in CH-53E-TECR-01 shall be corrected by the Contractor and incorporated into the training devices. The TECR List is detailed in Section J, Attachment 3. |
|------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SECTION E - INSPECTION AND ACCEPTANCE

The following have been modified:

### 5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by **NAWCTSD, UIC N61340**.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

### 5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)

Inspection of Device **2F220 and 2F246** shall be accomplished in accordance with the Specification/Statement of Work entitled **CH-53E BASELINE CONFIGURATION UPGRADE (BCU)**, dated **May 10, 2017**, and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data item entitled Test Procedures and Test/Inspection Reports (TP and TIR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the Administrative Contracting Officer's quality assurance representative with support of **NAWCTSD** technical personnel. Final inspection to be performed at the device delivery site will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 2001 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS                                                                                                                                                      | DODAAC /<br>CAGE |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 29 mths. ADC  | 1        | MCAS FUTENMA<br>WENDELL SMITH<br>H&HS STATION SUPPLY<br>UNIT 35202, BUILDING 628<br>MCAS FUTENMA<br>GINOWAN CITY, OKINAWA<br>011 81 611-736-3264<br>FOB: Destination | N63026           |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS                                                                                                                                                      | DODAAC /<br>CAGE |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 30 mths. ADC  | 1        | MCAS FUTENMA<br>WENDELL SMITH<br>H&HS STATION SUPPLY<br>UNIT 35202, BUILDING 628<br>MCAS FUTENMA<br>GINOWAN CITY, OKINAWA<br>011 81 611-736-3264<br>FOB: Destination | N63026           |

The following Delivery Schedule item for CLIN 2002 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS                                                                                                                                                      | DODAAC /<br>CAGE |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 31 mths. ADC  |          | MCAS FUTENMA<br>WENDELL SMITH<br>H&HS STATION SUPPLY<br>UNIT 35202, BUILDING 628<br>MCAS FUTENMA<br>GINOWAN CITY, OKINAWA<br>011 81 611-736-3264<br>FOB: Destination | N63026           |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS                                                                                                                                                      | DODAAC /<br>CAGE |
|---------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 32 mths. ADC  | 1        | MCAS FUTENMA<br>WENDELL SMITH<br>H&HS STATION SUPPLY<br>UNIT 35202, BUILDING 628<br>MCAS FUTENMA<br>GINOWAN CITY, OKINAWA<br>011 81 611-736-3264<br>FOB: Destination | N63026           |

The following Delivery Schedule item for CLIN 3001 has been changed from:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|---------------|----------|-------------------------|------------------|
| 21 mths. ADC  |          | N/A<br>FOB: Destination |                  |

To:

| DELIVERY DATE | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|---------------|----------|-------------------------|------------------|
| 28 mths. ADC  | 1        | N/A<br>FOB: Destination |                  |

The following have been modified:

#### 5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit **A, B, C, D, E, and F**, attached hereto, and the following:

- (a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code 2.5.3.4.1, Robert Orozco

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

#### Table 1. NAWCTSD Mailing Addressees

*Note: Use the following address for physical mailings to all addressees listed in Table 1.*

Naval Air Warfare Center Training Systems Division

[Insert Contact Name]

Code [Insert Contact Code]

12211 Science Drive

Orlando, FL 32826-3275

| Identifier   | Code      | Contact Information                                                                                                       |
|--------------|-----------|---------------------------------------------------------------------------------------------------------------------------|
| NAWCTSD ENGR | 4.6.8.6   | Joel Davis<br>Phone: (407) 380-8509<br>Email: <a href="mailto:joel.davis4@navy.mil">joel.davis4@navy.mil</a>              |
| NAWCTSD PJM  | 1.3.1.3.1 | Robert DeForest<br>Phone: (407) 380-8529<br>Email: <a href="mailto:robert.deforest@navy.mil">robert.deforest@navy.mil</a> |

| Identifier                      | Code      | Contact Information                                                                                                               |
|---------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------|
| NAWCTSD PCO                     | 2.5.3.4.1 | Robert Orozco<br>via: Contract Specialist<br>Nicole Pinkney<br>Phone: (407) 380-8026<br>Email: Nicole.Pinkney@navy.mil            |
| NAWCTSD SW ENGR                 | 4.6.2.4   | Mathew Del Giudice<br>Phone: (407) 380-8284<br>E-mail: <a href="mailto:mathew.delgiudice@navy.mil">mathew.delgiudice@navy.mil</a> |
| NAWCTSD AERO ENGR               | 4.6.2.1   | Craig Snoderly<br>Phone: (407) 380-8394<br>Email: <a href="mailto:craig.snoderly@navy.mil">craig.snoderly@navy.mil</a>            |
| NAWCTSD VISUAL ENGR             | 4.6.2.5   | EJ Nowlin<br>Phone: (407) 380-8420<br>E-mail: <a href="mailto:edward.j.nowlin@navy.mil">edward.j.nowlin@navy.mil</a>              |
| NAWCTSD T&E ENGR                | 5.1.1.9   | Pedro Geliga<br>Phone: (407) 380-8242<br>Email: <a href="mailto:william.partney@navy.mil">william.partney@navy.mil</a>            |
| NAWCTSD 6.7.2.2                 | 6.7.2.2   | Jessalyn Tran<br>Phone: (407) 380-4804<br>Email: michael.c.byrne@navy.mil                                                         |
| NAWCTSD LM                      | 6.6.4.3   | Connie Standifer<br>Phone: (407) 380-8404<br>Email: connie.standifer@navy.mil                                                     |
| NAWCTSD FACR                    | 6.7.2     | Robert Rivera<br>Phone: (407) 380-4614<br>Email: robert.rivera2@navy.mil                                                          |
| NAWCTSD 6.8.5.1                 | 6.8.5.1   | Ricky Pender<br>Phone: (407) 380-4206<br>Email: ricky.pender@navy.mil                                                             |
| NAWCTSD COST ENGR               | 4.2.1     | Zachary Forrest<br>Phone: (407) 380-4159<br>Email: zachary.forrest@navy.mil                                                       |
| NAWCTSD ISEO – MCAS Kaneohe Bay | 4.6.4.6   | Clyde Kawakami<br>Phone: (808) 257-8526<br>E-mail: clyde.kawakami@navy.mil                                                        |
| NAWCTSD CSM                     | 7.4       | Darren Smith<br>Phone: (407) 380-8243<br>E-mail: darren.t.smith@navy.mil                                                          |
| NAWCTSD IAM/IAO                 | 7.2.6     | Brian Benz<br>Phone: (407) 381-8699<br>E-mail: brian.benz@navy.mil                                                                |

Table 2. General Mailing Addressees.

| Identifier | Code | Contact Information |
|------------|------|---------------------|
|------------|------|---------------------|

| Identifier                           | Code    | Contact Information                                                                                                                                                                                                                            |
|--------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PMA-205 H-53 APMTS                   | PMA205  | Mark Elliott<br>47758 Ranch Road<br>Building 1492 Room 35-014<br>Patuxent River, MD 20670<br>Phone: (301) 342-6688<br>E-mail: <a href="mailto:mark.elliott@navy.mil">mark.elliott@navy.mil</a>                                                 |
| DEVICE SITE ISEO<br>MCAS Kaneohe Bay | 4.6.4.6 | NAWCTSD ISEO<br>Building 4041, CH53E Trainer<br>MCBH Kaneohe Bay, HI 96863<br>Phone: (808) 257-8526<br>E-mail: <a href="mailto:clyde.kawakami@navy.mil">clyde.kawakami@navy.mil</a>                                                            |
| DEVICE SITE COR<br>MCAS Kaneohe Bay  | N/A     | GySgt Christopher A. Nino<br>Contracting Officer Representative (COR)<br>SNCOIC / CH-53 WTI / Stan Evaluator<br>MATSS Kaneohe Bay / MCBH, HI<br>Work: 808-257-9996<br><a href="mailto:christopher.nino@usmc.mil">christopher.nino@usmc.mil</a> |
| DEVICE SITE ISEO<br>MCAS Futenma     | 4.6.4.5 | Steve Shank<br>Marine Aviation Training System Site Futenma<br>1 <sup>st</sup> Marine Aircraft Wing<br>Phone: 011-81-98-970-5555 x636-2118<br>E-mail: <a href="mailto:steven.shank@usmc.mil">steven.shank@usmc.mil</a>                         |
| DEVICE SITE COR<br>MCAS Futenma      | N/A     | Mr. Wendell G. Smith<br>Contracting Officer Representative<br>Marine Aviation Training System Site Futenma<br>1st Marine Aircraft Wing<br>DSN: 312-636-2106<br>Cell: 090-7587-0052                                                             |
|                                      |         |                                                                                                                                                                                                                                                |

## SECTION I - CONTRACT CLAUSES

The following have been modified:

### 52.217-7 **OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **See Schedule below**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

The Government reserves the right to unilaterally exercise the options for any or all of the individual line items at any time within the option exercise periods for each item. Individual line items may be exercised at different times as long as each is exercised within the applicable option exercise period. The prices set forth in section B shall apply at the time the options are exercised.

| CLIN Number | Commencement of Option Exercise Period | Conclusion of Option Exercise Period   |
|-------------|----------------------------------------|----------------------------------------|
| 0004        | 13 months after initial contract award | 19 months after initial contract award |
| 1004        | 25 months after initial contract award | 26 months after initial contract award |
| 2001        | 25 months after initial contract award | 26 months after initial contract award |
| 2002        | 25 months after initial contract award | 26 months after initial contract award |
| 3001        | after initial contract award           | 26 months after initial contract award |

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

| DOCUMENT TYPE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                           | PAGES | DATE            |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------|
| Exhibit A     | Contract Data Requirements List<br>- A001, 1 page(s);<br>- A002, 1 page(s);<br>- A003, 1 page(s);<br>- A004, Reserved<br>- A005, Reserved<br>- A006, 1 page(s);<br>- A007, 1 page(s);<br>- A008, 1 page(s);<br>- A009, 1 page(s);<br>- A00A, 1 page(s);<br>- A00B, 1 page(s);<br>- A00C, 1 page(s);<br>- A00D, 1 page(s);<br>- A00E, 1 page(s);<br>- A00F, 1 page(s); | 15    | 11-May-2017     |
| Exhibit B     | Contract Data Requirements List<br>- B001, 1 page(s);<br>- B002, 1 page(s);<br>- B003, 1 page(s);<br>- B004, 1 page(s);<br>- B005, 1 page(s);<br>- B006, 1 page(s);                                                                                                                                                                                                   | 6     | 26-January-2017 |
| Exhibit C     | Contract Data Requirements List<br>- C001, 1 page(s);<br>- C002, 1 page(s);                                                                                                                                                                                                                                                                                           | 2     | 26-January-2017 |

|               |                                                                                                                             |     |                  |
|---------------|-----------------------------------------------------------------------------------------------------------------------------|-----|------------------|
| Exhibit D     | Contract Data Requirements List<br>- D001, 1 page(s);<br>- D002, 1 page(s);<br>- D003, 1 page(s);                           | 3   | 11-May-2017      |
| Exhibit E     | Contract Data Requirements List<br>- E001, 1 page(s);<br>- E002, 1 page(s);<br>- E003, 1 page(s);<br>- E004, 1 page(s);     | 4   | 11-May-2017      |
| Exhibit F     | Contract Data Requirements List<br>- F001, 1 page(s);                                                                       | 1   | 11-May-2017      |
| Attachment 1  | Statement of Work for CH53E Containerized Flight Trainer Device 2F246, 2F220, and 2F171 (SOW 160039B)                       | 82  | 10-May-2017      |
| Attachment 2  | Performance Specification System Specification for CH53E Containerized Flight Trainer Device 2F246 and 2F220, (PRF 160042C) | 197 | Unsigned         |
| Attachment 3  | CH-53E Trainer Engineering Change Request (TECR) List                                                                       | 4   | 25-January-2017  |
| Attachment 4  | BCU Government Furnished Information (GFI) List                                                                             | 3   | 02-March-2017    |
| Attachment 5  | Data Item Transmittal/Acceptance/Rejection Form                                                                             | 1   | 13-February-2017 |
| Attachment 6  | NAVAIR Portable Source Initiative Sample Data Sets and Distribution Agreement                                               | 4   | 13-February-2017 |
| Attachment 7  | CH-53E BCU Technical Data Package Contract Requirements (TDPCR)                                                             | 28  | 28-January-2016  |
| Attachment 8  | CH-53E BCU Technical Manual Contract Requirements (TMCR)                                                                    | 22  | 19-January-2016  |
| Attachment 9  | Scheduled Government Furnished Property                                                                                     | 4   | 25-April-2017    |
| Attachment 10 | RMF Package Format                                                                                                          | 18  | 02-March-2017    |

| DOCUMENT TYPE   | DESCRIPTION            | PAGES | DATE            |
|-----------------|------------------------|-------|-----------------|
| Attachment L-1* | Question & Answer Form | 1     | 2-February-2017 |
| Attachment L-2* | GFI Request Form       | 1     | 2-February-2017 |

|                 |                                                |   |               |
|-----------------|------------------------------------------------|---|---------------|
| Attachment L-3* | Answers to Industry RFP Questions              | 2 | 11-May-2017   |
| Attachment L-4* | Answers to Industry Pre-Solicitation Questions | 4 | 25-April-2017 |

\*Attachment L-1 through L-3 pertains only to the solicitation. Attachment L-4 pertains only to the Pre-Solicitation Questions submitted prior to final RFP release. The attachments will be removed when the resultant delivery order is awarded.

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

### PART A GENERAL INSTRUCTIONS

#### 1.0 GENERAL

The offeror has the burden to submit a proposal that contains the detail necessary to permit government evaluators to effectively evaluate and substantiate the validity of any assertions set forth in the offeror's proposal. The offeror's proposal must convincingly demonstrate that the offeror has an accurate understanding of the requirements and the associated risks; that the offeror is able, willing and competent to devote the resources necessary to meet the requirements; and that the offeror has valid and practical solutions for the requirements and potential risk areas. The proposal should not simply rephrase or restate the government's requirements. Unsupported statements that the offeror allegedly understands the requirements are inadequate and may adversely impact the resulting evaluation assessment. Offerors shall assume that the government has no prior knowledge of an offeror's facilities and experience. The government will base its evaluation on the information presented in the offeror's proposal.

Alternate proposals are not acceptable. In addition, taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the proposal unawardable, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency.

There is no need to repeat information in the same volume or in more than one volume. If an overlap exists, the detailed information must be included in the most logical place and summarized and referenced in other areas. The Offeror is advised that the Government may incorporate into the final contract proposed features included in the Offeror's proposal deemed beneficial to the Government, with the exception of the Price Volume, no cost or pricing information should appear in any volume.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor clearly may be considered a deficiency. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

#### 2.0 SOLICITATION QUESTIONS

Questions regarding this solicitation shall be submitted in writing with the use of Attachment (L-1). Each question or comment should reference the applicable document, page number, and paragraph number. Do not

include any proprietary information in your question, because the government will provide the question and answer to all potential offerors. All questions must be submitted for the solicitation no later two weeks after release of the final RFP to **Ms. Nicole Pinkney**, [nicole.pinkney@navy.mil](mailto:nicole.pinkney@navy.mil). All emails must include the solicitation number and company's name in the subject line of the email. The government is under no obligation to try to answer questions received after that date, but may answer the question if time permits.

### 3.0 PROGRAM BUDGET/FUNDING INFORMATION

The anticipated budget for the requirements of this solicitation is **\$21,320,000**. Should an offeror submit a proposed total price that exceeds the anticipated budgeted amount, that proposal will be deemed unacceptable for award.

### 4.0 PROPOSAL FORMAT

Written proposals must be formatted using a Times New Roman 12 point normal font, no reduction permitted, single-spaced, 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper, 1-inch margins are for proposal responses and offerors are allowed to put other information in the headers/footers, such as the RFP Number, page numbers, FAR proposal notices, etc. A page printed on both sides shall be counted as two pages. 11" x 17" sized fold-out pages may be used for tables, charts, graphs, or pictures that cannot be legibly presented on 8 1/2" x 11" paper. An 11" x 17" is a two sheet equivalent (with regards to the page count limitations). The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. The first or title page shall be in accordance with FAR 52.215-1, paragraph (c)(2). All pages should be numbered with section and page number. Graphs shall be presented in no smaller than a 10 point font.

### 5.0 PROPOSAL CONTENT AND VOLUMES

All proposals must be UNCLASSIFIED. Each volume of the proposal shall be submitted as one paper original with additional copies as specified in the table below. For electronic copies specified in the table below, the offeror will provide a complete copy of the proposal as electronic files fully compatible with Microsoft (MS) Office 2010 or Adobe Portable Document Format (PDF) on a Compact Disk Read-Only Memory (CD-ROM) or DVD-R. For the Price Volume, the offeror will ensure that the Price Volume is provided on a separate CD-ROM in Microsoft Office 2010 Excel format. Each CD-ROM/DVD-R is to be labeled for content and the offeror's name. If a discrepancy exists between the original paper version of the proposal and the electronic CD-ROM/DVD-R "copy," the original paper version will take precedence.

Page limitations for each volume are specified in the table below. The cover letter, title page, table of contents, table of figures, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Proposal pages beyond the specified maximum limit will not be reviewed by the government as part of the evaluation.

| Volume Number | Volume Title | Page Limit | Copies Required                                                  |
|---------------|--------------|------------|------------------------------------------------------------------|
| 1             | TECHNICAL    | 50 pages   | 1 Paper Original<br>2 Paper Copies<br>2 CD-ROM/DVD-R Disc Copies |
| 2             | PRICE        | As needed  | 1 Paper Original<br>2 Paper Copies<br>2 CD-ROM/DVD-R Disc Copies |

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's

CRM may be identical to the example below or revised such as to add columns to indicate the page number on which information may be found, identify other requirements documents with paragraph numbers to which the proposal relates, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

| <b>Section L – Proposal Instructions Volume or Paragraph Numbers</b> | <b>Section L - Proposal Instructions Volume or Paragraph Factor/(Element) Title</b> | <b>Section M – Evaluation Factors / (Element)</b> | <b>SOW</b><br>Example: Para 3.1<br>Note: This column shall address all paragraphs in Sections xx and xy of the SOW the offeror is addressing with the element and subelement | <b>Specification</b><br>Example: Para 3.1<br>Note: This column shall address all paragraphs in Sections xx and xy of the Performance Specification the offeror is addressing with the element and subelement | <b>Proposal Reference (Vol/Para)</b><br>Provide reference to Offeror's Proposal Volume I – Technical.<br>Example: Refer to appropriate page number in Offeror's written proposal |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.0</b>                                                           | <b>TECHNICAL FACTOR Sec B</b>                                                       |                                                   |                                                                                                                                                                              |                                                                                                                                                                                                              |                                                                                                                                                                                  |
| <b>1.1</b>                                                           | Element 1: Overall Technical Approach                                               |                                                   |                                                                                                                                                                              |                                                                                                                                                                                                              |                                                                                                                                                                                  |
| <b>1.1(a)</b>                                                        | Comprehensive Functional Block Diagrams                                             | 1.1(a)                                            | <b>3.1.1; 3.1.1.6; 3.1.1.7.2; 3.2.1; 3.2.1.2.4; 3.2.1.2.5; 3.2.2; 3.2.2.1; 3.2.2.2;</b>                                                                                      | <b>3.1.1; 3.1.1.4; 3.1.1.5; 3.1.1.5.10; 3.1.2.2; 3.1.2.4; ...</b>                                                                                                                                            | 1.40—1.50; 1.5.1.3 – 1.5.8; 1.7.3—1.7.7; ...                                                                                                                                     |
| <b>1.1(b)</b>                                                        | 2F220 System functional block diagram                                               | 1.1.(b)                                           | <b>3.1.1; 3.1.1.6; 3.1.1.7; 3.2.1.2.4; 3.2.1.2.5; ...</b>                                                                                                                    | <b>3.1.1; 3.1.1.4; 3.1.1.5; 3.1.1.5.10; 3.1.2.2; 3.1.2.4; 3.2.1.3...</b>                                                                                                                                     | 1.4.0—1.50; 1.5.1.1—1.5.8; ...                                                                                                                                                   |
| <b>1.2</b>                                                           | Element 2: Visual System approach                                                   |                                                   |                                                                                                                                                                              |                                                                                                                                                                                                              |                                                                                                                                                                                  |
| <b>1.2.1</b>                                                         | Proposed VS Architecture Approach                                                   | 1.2.1                                             | <b>3.1.1; 3.2.1.2.2; 3.2.1.3.1;</b>                                                                                                                                          | <b>3.1.1; 3.1.1.2; A.3.1.3.1; A.3.1.3; A.3.1.3.2; ...</b>                                                                                                                                                    | 1.6.1—1.7.6; 1.8.0—1.9.4.5; ...                                                                                                                                                  |

**EXAMPLE CRM** (notional only – not all elements, SOW paragraphs, or PRF references are contained in this example nor may reflect the final SOW and PRF; use as guidance only in building offeror's CRM).

## 6.0 PROPOSAL SUBMISSION

Clearly mark all packages with the solicitation number. The submission date for the proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP. Offerors shall not submit proposals by facsimile or via email.

**1. Proposals Submitted by Commercial Carrier:** Offerors shall submit proposals via United States Postal Service or through a commercial carrier using the following address:

Naval Air Warfare Center Training Systems Division  
Code: AIR-2.5.3.4 Nicole Pinkney  
12211 Science Drive

Orlando, FL 32826

Solicitation Number: N61340-17-R-0035

**2. Hand Carried Proposals:** Hand carried proposals must be delivered to the address above, attention Nicole Knight, (407) 380-8026. If a proposal or amendment is hand carried, the offeror must complete a visit request no later than twenty-four (24) hours prior to delivery of the proposal. Without the visit request, the offeror may not get beyond the installation security gate to deliver its proposal. Guards are not authorized to accept proposals. A visit request may be obtained by contacting Nicole Pinkney, Contract Specialist, at (407) 380-8026, nicole.pinkney@navy.mil. Upon arrival to NAWCTSD, please contact Nicole Pinkney. In the event that Ms. Pinkney is not available, please contact the alternate point of contact, Mr. Robert Orozco, (407) 380-4173.

**3. Late Proposals:**

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

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

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

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. The day of the act, event, or default from which the designated period of time begins to run is not included; and, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

(c) *Submission, modification, revision, and withdrawal of proposals.* Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the government office designated in the solicitation by the time specified in the solicitation.

(1) Any proposal, modification, or revision received at the government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and—

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

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

(iii) It is the only proposal received.

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

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

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

(5) Proposals may be withdrawn by written notice received at any time before award.

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

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

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

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding task or delivery order without further action by either party.

**4. Restriction on Disclosure and Use of Data:** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the government except for evaluation purposes, shall—

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

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

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

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

## 7.0 PROPOSAL PACKAGING

The offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible, grouping like-volumes to the maximum extent possible. Each container shall be single-person portable. One container shall include all original proposal volumes. Each box should include a packing slip detailing the contents, to include the volume number, title, and copy number. Also, each box should be stamped or marked "For Official Use Only."

## 8.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED

## 9.0 SOLICITATION CHANGES

For any changes and additional information for the solicitation please go to the following websites:  
Federal Business Opportunities (FBO): <http://www.fbo.gov/>

## 10.0 GOVERNMENT FURNISHED INFORMATION (GFI) AND NON-DISCLOSURE AGREEMENTS (NDA)

The following Attachments and Exhibits listed in Section J listed below will be made available as outlined below.

- Exhibits A – F
- Attachment 1: Statement of Work
- Attachment 2: Performance Specification
- Attachment 3: Trainer Engineering Change Request (TECR) List
- Attachment 4: BCU Government Furnished Information (GFI) List

GFI required for proposal preparation will be provided by NAWCTSD via CD/DVD or the AMRDEC Safe Access File Exchange due to distribution restrictions of the documents. If requested and approved, proprietary data for which the Government has distribution rights will be made available to the offeror. A list of available GFI is provided in Section J, Attachment 4. The GFI that will be provided to offerors (IAW DFARS Part 227) shall be protected according to its markings.

The offeror interested in obtaining copies of the documents shall submit their request to the cognizant Contracting Officer, via the Contract Specialist **Ms. Nicole Pinkney**, [nicole.pinkney@navy.mil](mailto:nicole.pinkney@navy.mil) in order to have the GFI package sent to them. Requests for attachments shall be executed by an individual with authority to bind the company in such an agreement. Offerors must first request Attachment L-2, GFI Request Form, and complete and return to NAWCTSD's Contract Specialist. Once the request is processed and approved by the cognizant Contracting Officer, a DVD will be sent to the requesting offeror.

For some documents an alternate delivery is available via AMRDEC Safe Access File Exchange. Upon request and approval, a retrieval email and password will be sent to the requesting offeror. Recipients will automatically be notified via email when they have been added as a recipient to a package. The email they receive will contain a link and a password. Clicking on the link will take the recipient to a page where they will be asked for the password. The best way to enter the password is to copy it from the email and then paste it into the password box.

After logging in, the recipient will be able to download all the files within the package. A good approach in retrieving is to right click on each file and selecting the "Save Target As" option to select the location to save the file to.

After downloading every file within the package, the recipient will not be able to log back in to download the files again. Simply logging in or starting a download will not lock the user out. In order to be locked out, the recipient must successfully download every file within the package.

Non-disclosure Agreements must be signed by an individual with authority to bind the company in such an agreement. All GFI must be certified as destroyed by all non-winning bidders within 10 business days of announcement of Contract Award or announcement that the solicitation is cancelled. See Attachment L-2 for specific instructions.

Any use of the GFI shall be subject to Clause 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

## **PART B: SPECIFIC INSTRUCTIONS**

### **VOLUME 1: TECHNICAL**

Note: This volume shall not contain any reference to cost or price aspects of the offer. Overall, the offeror shall provide information that is logical, understandable, and clearly details its approach to meeting the H-53 Baseline Configuration Upgrade program requirements.

The offeror shall provide information and data to address elements 1.1 through 1.3. The Technical volume shall consist of narratives, drawings, block diagrams, or other items specified herein. Any analysis conducted by subcontractors or vendors to support specific calculations or approaches shall be described and included with the offeror's approach(s).

The Technical Proposal shall be comprised of (2) Elements:

1.1 Overall Technical Approach

1.2 Visual System Approach

#### **Element 1: Overall Technical Approach**

The offeror shall provide information as described below in its proposed technical approach to upgrade Device 2F220 and to design and build Device 2F246. The offeror shall provide:

1. Comprehensive Functional Block Diagrams (FBD) and systems diagrams of the proposed system upgrade and design for Device 2F220 and Device 2F246, which describes and depicts all of the offeror's proposed hardware, mechanical, and hardware and software interfaces to be incorporated into the training devices.
2. Considering Device 2F220 requirements, a system functional block diagram depicting current trainer components. The offeror shall:
  - i. Identify specific components/equipment that is intended to be refurbished and/or replaced as part of the Offeror's technical approach.
  - ii. Provide a narrative that describes which component(s) it intends to replace with new, reuse, refurbish, and/or modify.
  - iii. Provide any corresponding tradeoff analysis, pros and cons, risks and benefits to the government for components/equipment it intends to replace with new, reused, refurbished, and/or modified components/equipment.

#### **Element 2: Visual System Approach**

##### **Proposed Visual System (VS) Architecture Approach**

For each deliverable training device, the offeror shall discuss its proposed overall approach for the VS, while addressing the following items:

- (a) Provide a FBD depicting the overall VS architecture showing the functions and interfaces utilized in the offeror's proposed approach. The FBD shall include blocks that represent the proposed components and identify the function(s) allocated to each component. The FBD shall also depict component interconnection lines representing the proposed interfaces. The FBD's depicted interfaces shall include labels identifying the type of interface (e.g. electrical, video), the proposed interface standard (e.g. HDMI, DVI, other) for video interfaces, and the direction of data flow. The FBD for device 2F220 shall identify what VS functions, components, and interfaces will be new, reused, modified, and refurbished. The FBD may include additional information the offeror considers relevant and necessary for completing their description of the proposed approach.
- (b) Identify the make and model of the proposed Image Generator (IG) and display device(s) (e.g. projectors, flat panel displays, etc.). Provide the manufacturers' published specification sheets for each proposed IG and display device. Manufacturers' specification sheets will not count towards final proposal page count.

(c) Provide a narrative description of the characteristics (e.g. performance, functions, and features) of the proposed IG and display device(s) and the role these characteristics play in meeting program requirements. The narrative description shall correspond to and expand on the IG and display device related information depicted in the FBD.

(d) Provide both elevation and plan views showing the basic projection system layout (geometry and dimensions) within the context of the container. Elevation and plan views shall include measurements and dimensions for display components relative to the design eye-point, enclosure floor, enclosure ceiling, and other display components.

## **Proposed Display System (DS) Performance**

For each deliverable training device, describe the offeror's proposed DS performance in relation to the following display system requirement parameters:

1. Field of View (FOV) – State the proposed FOV and include aitoff projection plots of the FOV (from the pilot and design eye-points) that depict display surfaces, back projection screen, and cockpit overlay. For device 2F246, the government desires a DS solution that exceeds the specified FOV by 40 degrees horizontally and 10 degrees vertically. The offeror is encouraged to propose a DS solution that will exceed the specified FOV in a manner that clearly and convincingly demonstrates the proposed solution results in an improved training value.
2. Resolution- State the proposed resolution (in units of arc minutes per optical line pair) for each display channel. Additionally, provide rationale supporting the offeror's conclusion that the proposed resolution will be achieved by the proposed DS solution. For each individual display channel, supporting rationale shall include data (e.g. display channel FOV, number of pixels (vertical and horizontal)), assumptions (e.g. Kell factor, display panel pixel utilization) and formulas with calculations that include numerical values for all factors included in the calculation.
3. Surface Luminance –State the proposed surface luminance (in units of foot lamberts) for each display channel. Additionally, provide rationale supporting the offeror's conclusion that the proposed surface luminance will be achieved by the proposed DS solution. For each individual display channel, supporting rationale shall include data (e.g. projector light output in Lumens, display channel surface area covered by the active image), assumptions (e.g. display panel utilization, attenuation due to optics, losses due to smear reduction), and formulas with calculations that include numerical values for all factors included in the calculation.
4. Luminance contrast ratio - State the proposed per display channel luminance contrast ratio. For device 2F246, the government desires a display system solution that exceeds the specified luminance contrast ratio to 15:1. The offeror is encouraged to propose a display system solution that exceeds the specified luminance contrast ratio performance in a manner that clearly and convincingly demonstrates the proposed solution results in an improved training value.
5. Geometric accuracy – For device 2F246, the offeror shall identify the material that will be used as a substrate for the reflective coating in the fabrication of the collimating mirror(s).

## **VOLUME 2: PRICE**

### **Volume Content:**

The offeror shall include the following information in this volume:

### **Prices**

Identify the proposed prices for each CLIN as specified in Section B of this solicitation. The Offeror shall provide a total overall price of the proposal and submit a complete Section B.

### **Unbalanced Pricing**

The offeror shall explain any appearance of unbalanced pricing. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques.

**Administration Completeness**

(a) Signed Standard Form 33 for basic solicitation and each amendment.

(b) Statement regarding Assumptions, Conditions, Exceptions, Deviations or Waivers.

An “exception” is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A “deviation” is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A “waiver” is where an Offeror requests authorization for the Government to accept an item, which will depart from, specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered deficient. An assumption or condition shall not be considered an exception, deviation, or request for waiver as defined herein.

Provide a detailed description for each exception, deviation, or request for waiver, as applicable. The Offeror shall indicate the Offeror’s difficulty with the applicable requirement and the Offeror’s proposed solution. The Offeror shall specifically identify the portions of the solicitation and the Offeror’s proposal which is affected. If there are no exceptions, deviations or waivers, the Offeror shall state so within this Volume.

(c) Complete Section K.

(d) Include a statement identifying the proposal expiration period. The proposal expiration period should be no less than 180 days after proposal submission.

(e) The offeror shall provide the mailing address, telephone, fax numbers, and facility codes for the Offeror’s local Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and Government Paying Office. The offeror shall also provide their Tax Identification Number (TIN), Data Universal Numbering System (DUNS) and Commercial and Government Entity (CAGE) code.

(f) The offeror shall indicate the most recent date on which their Accounting, Purchasing, Government Property, and Estimating Systems were determined adequate and shall identify the verifying Government agency. Negative responses required. Note: In order for an offeror to receive progress payment they must have an adequate accounting system. In the event the successful offeror does not have an adequate accounting system, the offeror may need to propose performance based payments (PBP) after contract award that will be analyzed as stated within the guidelines at the following site:

[http://www.acq.osd.mil/dpap/cpic/cp/Performance\\_based\\_payments.html](http://www.acq.osd.mil/dpap/cpic/cp/Performance_based_payments.html)

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Summary of Changes)