Request for Proposals
Upgrade, Implement and Reconfigure Deltek Cobra Software

A – GENERAL INFORMATION

The Consortium for Ocean Leadership, Inc. (hereinafter referred to as “Ocean Leadership”), with funding from the National Science Foundation, is soliciting proposals from qualified organizations interested in providing proposals to upgrade and expand Ocean Leadership’s implementation of the Deltek Cobra and the Deltek wInsight software tools, and configuration training materials to support the Ocean Observatories Initiative Program. The OOI Program conducts ocean science by using a network of interactive nodes to study interrelated ocean processes on coastal, regional, and global spatial scales and through a continuum of time scales, from microseconds to decades.

The purpose of this Request for Proposals (RFP) is to select an Offeror with the capability to support the OOI Program by providing the following services.

- Upgrading Deltek Cobra Software
- Implementing Deltek Cobra Rating, Budgeting & Forecasting Capabilities
- Developing & Delivering Deltek Cobra Rating, Budgeting & Forecasting Training Materials
- Reconfiguring Deltek wInsight to Accept Resource Level Data

A.1 IMPORTANT NOTES AND RESTRICTIONS

This solicitation does not commit OCEAN LEADERSHIP to pay any costs incurred in the preparation or submission of the Offeror’s quote. It also does not commit Ocean Leadership to contract for the services.

A.2 ISSUING OFFICE/QUOTE DUE DATE

OCEAN LEADERSHIP is the only point of contact for this procurement.

Any questions related to this procurement should be emailed to jhubler@oceanleadership.org by Noon EST December 8, 2010.

Email a signed offer in PDF format by 4PM EST December 24, 2010 to jhubler@oceanleadership.org and mail 1 signed original and 2 copies which can be received after the closing date to the following address:

Jeanine Hubler, CFCM
Director of Contracts and Grants
The Consortium for OCEAN LEADERSHIP
1201 New York Ave, NW, Suite 400
Washington, DC 20005

(End of Section A)
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF award
The Offeror shall provide all necessary labor and materials to support the activities delineated in Section C. Performance shall be in accordance with all terms, conditions and specifications as stipulated herein.

B.2 TYPE OF award
OCEAN LEADERSHIP anticipates the award of a Time and Materials type Contract which provides for acquiring supplies and/or services on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. Materials and other direct costs must be clearly excluded from the labor hour rate. Material handling costs may include appropriate indirect costs allocated to direct material in accordance with the offeror's usual accounting practices.

B.3 TOTAL ESTIMATED COSTS

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<tr>
<th>AWARD LINE ITEM NUMBER</th>
<th>PRICE</th>
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<tr>
<td>Award</td>
<td>To be completed at award</td>
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Travel may be required. All requests for travel must be submitted in advance and approved by OCEAN LEADERSHIP’s Contracting Officer Technical Representative.

B.4 LIMITATION OF FUNDS
Ocean Leadership is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted under Article B.3 of this Contract. Contractor should not incur costs in excess of the amount allotted to the Contract unless Ocean Leadership notifies the Contractor in writing that the amount has been increased.

(End of Section B)
SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 Introduction

The Ocean Observing Initiative (OOI) project within the Consortium for Ocean Leadership (OL) requests proposals for the upgrade and expansion of its implementation of the Deltek Cobra and the Deltek wInsight software tools, configuration information and training materials. All work will be performed on-site at the OL offices in Washington, DC. This effort consists of:

- Upgrading Deltek Cobra Software
- Implementing Deltek Cobra Rating, Budgeting & Forecasting Capabilities
- Developing & Delivering Deltek Cobra Rating, Budgeting & Forecasting Training Materials
- Reconfiguring Deltek wInsight to Accept Resource Level Data

Expertise in the technical infrastructure and usage of Deltek Cobra and Deltek wInsight is required. Thorough knowledge of Earned Value Management methodologies is also required.

C.1.1 Current State

The OOI Integrated Scheduling, Budgeting & Earned Value (EV) Reporting System consists of Microsoft Project Server, Deltek Cobra, Deltek wInsight and the OOI Cost Book. Project Server, Cobra and wInsight are installed in a distributed multi-project, multi-user environment. The OOI Cost Book is an in-house MSAccess based rating and budgeting desktop tool.

At present the budgetary units from a fully loaded Integrated Master Schedule (IMS) are transferred to Cost Book where the units are time-phased and rated. The resulting dollarized budgetary plan is loaded into Cobra (annually) by Control Account, Work Package and Resource Category (e.g. Labor, Material) where it can serve as the basis of performance measurement. Cobra is devoid of rate information and holds only the dollarized costs.

Schedule status and Actual Cost of Work Performed (ACWP) data is fed into Cobra once a month for the calculation of performance. The resulting EV data is pushed to wInsight by Control Account, Work Package and Resource Category (e.g. Labor, Material) for generation of dashboard metrics and the Cost Performance Reports (Formats 1 & 5). WInsight Web is used as the vehicle for entry of the Format 5 Variance Analysis Reports.

C.1.2 Supplier Delivered State

The Offeror shall provide an Integrated Scheduling, Budgeting & Earned Value Reporting System that incorporates the existing Microsoft Project Server with the Offeror modified Deltek Cobra and Deltek wInsight. The Offeror shall migrate the functionality set currently provided by the OOI Cost Book to Cobra thus facilitating the retirement of the OOI Cost Book.

Budgetary units from a fully loaded IMS shall be transferred directly to Cobra by Control Account, Work Package and Resource Type (e.g. Senior Engineer II) for time phasing and rating where it shall be available for performance measurement.

The supplied system will continue to feed schedule status and ACWP data to Cobra once a month for the calculation of performance. The resulting EV data shall be pushed to wInsight by Control Account, Work Package and Resource Category (e.g. Labor, Material) for generation of dashboard metrics and the Cost Performance Reports (Formats 1 & 5).
C.2 Upgrade Deltek Cobra Software

C.2.1 Description of Effort

The Offeror shall provide for the implementation of Deltek Cobra v5.0 upgrade from Deltek Cobra v4.7. The Offeror must develop an Implementation Plan which identifies the steps and timeline for executing, testing and deploying the upgraded software without disruption to the day-to-day operations of the production installation. The Offeror shall upgrade the existing OL production and development installations of Deltek Cobra version 4.7:101.

C.3 Implement Deltek Cobra Rating, Budgeting and Forecasting Capabilities

C.3.1 Description of Effort

The Offeror shall provide the software system functionality to support creation of unit-derived time-phased budgets and estimates-to-complete. At present, Deltek Cobra is the source system for the OOI budget against which performance is measured. However, the budget is rated and burdened by a tool internal to the OOI and imported into Deltek Cobra as fully burdened dollars delineated by Control Account, Work Package and Resource Category (e.g. Labor, Material, Subcontracts, etc.). The Offeror shall:

- Migrate rate tables at the Resource Type level from in-house system(s) to Cobra
- Define format for transferring budget units from IMS to Cobra
- Transfer budget units from IMS to Cobra (as alternate Budget Cost Class)
- Rate alternate Budget
- Validate alternate Budget against current Budget
- Iterate rate table updates and rating until Budgets match
- Develop strategy for supplanting the pre-existing dollarized Budget with newly derived Budget
- Develop process for creation of monthly ground-up estimates-to-complete

C.3.2 Additional Requirements:

- All work will be performed and validated in the development instance of Cobra then promoted to the production instance.
- Resource Category is a summary level classification such as Labor, Subcontracts or Material
- Resource Type is a detail level classification of Resource Category. Senior Engineer II is an example of a Resource Type that is subordinate to the Resource Category Labor.

C.3.3 Validation Criteria

- Units transferred from Microsoft Project (the OOI scheduling tool) result in a budget that matches the pre-rated and fully burdened budget already loaded in Cobra.
- The monthly schedule status cycle can produce ground-up estimates to complete.
- All updates to the Cobra system and key processes are fully documented.

C.4 Develop and Deliver Deltek Cobra Rating, Budgeting & Forecasting Training

C.4.1 Description of Effort

The Offeror shall develop and provide training materials to instruct general users how to develop a unit-derived time-phased budget in Cobra using both the Control Account – Work Package split screen capabilities in Cobra and the Interactive Control Account Plan reports. The delivered training must be hands-on and exercise intensive.

The training materials must also describe to the users the structure of the OOI rating tables and how monthly ground-up estimates-to-complete are generated. The training must be structured to follow OOI
processes and utilize OOI-like data and be 8 to 12 hours in duration. Access to OOI process information will be provided to the Contractor after award.

The proposal shall include the labor and materials to delivery the training at three remote sites in California, Washington and Massachusetts, exclusive of the travel costs.

C.5  Reconfigure Deltek wInsight to Accept Resource Level Data

C.5.1  Description of Effort

At present, OOI EVM data is decomposed by Control Account, by Work Package and by Resource Category in Deltek Cobra. Resource Category is a summary classification of Resources such as Labor, Subcontracts and Material. Each month data is aggregated in Deltek Cobra to the Work Package level and passed to Deltek wInsight such that OOI EVM data in Deltek wInsight is decomposed by Control Account and Work Package. The supplier shall reconfigure Deltek wInsight to take receipt of the reconfigured data in Deltek Cobra by Control Account, Work Package and Resource Category.

C.5.2  Validation Criteria

The supplier shall demonstrate that the deliverable can accommodate Cobra data by Control Account, Work Package and Resource Category through wInsight, the Cobra wInsight Export configuration files are rebuilt to support this requirement and a step by step wInsight export files and wInsight configuration documentation are provided and verified.

C.6  Contractor Deliverables

In addition to providing the services and meeting the validation criteria described in sections C2, C3, C4 and C5, the supplier shall provide the following deliverables:

1. An Implementation Plan (soft copy) that identifies the steps and timeline for executing, testing and deploying the upgraded Cobra software without disruption to the day-to-day operations of the production installation.

2. A Configuration Document (soft copy) that details the modifications made to the OOI Cobra configuration. This includes, but is not limited to rate table configuration, resource table expansion, schedule status configuration files, ACWP transaction files and wInsight export configuration files.

3. A Configuration Document (soft copy) that details the modifications made to the OOI wInsight configuration. This includes, but is not limited to addition of the Resource Breakdown Structure.

4. Training Materials (soft copy)

5. A Process Improvement Document that outlines the modifications / additions required of the existing OOI EVM processes. This includes, but is not limited to the steps required to generate the monthly ground up estimates-to-complete.

6. Monthly Progress Reports (due by the 15th of every month) that document progress, issues and next steps.

C.7  Contractor Deadlines

Required delivery dates for the efforts described in sections C2, C3, C4 and C5 as well as the deliverables described in section C6 are as follows:

- Implementation Plan Delivered (C.6.1) January 7, 2011
- Cobra Upgrade Complete (C.2) January 14, 2011
- Cobra Rating, Budgeting and Forecasting Capabilities Implemented (C.3) February 4, 2011
- Cobra Configuration Document Delivered (C.6.2) February 4, 2011
- wInsight Reconfiguration Complete (C.5) February 18, 2011
- wInsight Configuration Document Delivered (C.6.3) February 18, 2011
- Cobra Rating, Budgeting & Forecasting Training Materials Delivered (C.6.4) March 4, 2011
(End of Section C)

SECTION D - PACKAGING AND MARKING

Unless otherwise specified, all reports and/or deliverables shall be packaged and marked in accordance with best commercial practices.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 EVALUATION AND ACCEPTANCE

Evaluation and acceptance of services delivered under this Contract shall be performed by the Ocean Leadership Technical Representative named in Section G.3 or such other person as may be designated elsewhere in this contract or in writing by the Ocean Leadership Director of Contracts & Grants.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Period of PERFORMANCE
The Period of Performance (POP) for the tasks outlined in Section C shall be from January 3, 2011 through May 3, 2011. Additional options may be requested prior to the Contract's end date.

F.2 REPORTING REQUIREMENTS
Contractor shall deliver the reports outlined under Section C, Deliverables.

F.3 PUBLIC ACCESS TO DELIVERABLE REPORTS
Deliverables and/or reports are intended, at Ocean Leadership's discretion, to be made publicly available.

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE and payment information
Invoices shall be submitted monthly to Ocean Leadership, ATTN: Accounting. Invoices may also be submitted electronically to accounts payable@oceanleadership.org.
The following minimum details shall be submitted:

- Contract number, Contractor’s name, address and phone number
- A financial statement identifying the labor categories, quantity of hours worked, and billing rate in accordance with approved hourly rate.
- The time period when billing charges were incurred.
- Other Direct Costs (as applicable) with supporting documents.

The following information is required on each invoice:

a) Name of Contractor  
b) Invoice Date  
c) The period of performance covered by invoicing  
d) A unique invoice number  
e) Tax payer Identification Number/DUNS Number  
f) Phone number and complete mailing address of the Contractor  
g) Amount payable indicating budgeted amount, dates and hours worked and tasks performed and cumulative amount billed  
h) Copies of receipts to third party vendors over $75 if applicable and previously authorized  
i) Total of hours worked during the billing period.  
j) An expanded section on tasks performed, can be provided as a second page.  
k) Line item indicating travel funds allocated and expended, even if none used during the billing period.

Upon completion of the required work, the Contractor shall submit a completion invoice. This completion invoice shall be submitted promptly upon completion of the work, but no later than six months from the contractual completion date.

**G.2 Contracting Authority**

The following individuals are the only personnel authorized to contractually bind the parties of this Award or change any terms and conditions:

**FOR OCEAN LEADERSHIP:**
Jeanine Hubler, CFCM  
jhubler@oceanleadership.org  
Director of Contracts and Grants  
Consortium for Ocean Leadership

Yan Xing  
yxing@oceanleadership.org  
Chief Financial Officer  
Consortium for Ocean Leadership

**FOR CONTRACTOR:**

TO BE DETERMINED AT AWARD
G.3 OCEAN LEADERSHIP Contracting Officer Technical Representative (COTR)

The following individual is authorized to guide Contract performance within the Statement of Work and provide programmatic approval for the deliverables under this Contract:

TO BE COMPLETED AT AWARD

The Contracting Officer Technical Representative is responsible for administering the performance of work under this Contract. **IN NO EVENT**, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this Contract be effective or binding upon the Parties unless formalized by Contract modification executed by the Ocean Leadership’s Contracting Authority in G.2.

The COTR may give technical direction to Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate Contractor’s compliance with this Contract.

To be valid, technical direction by the COTR:

- must be consistent with the general scope of work set forth in this Contract;
- may not constitute new assignment of work nor change the expressed terms, conditions or specifications of this Contract; and
- shall not constitute a basis for any increase in the Contract estimated cost, or extension to the Contract delivery schedule or period of performance.

In the event any Ocean Leadership technical direction is interpreted by the Contractor to fall outside the scope of Section C, Contractor shall not implement such direction, but shall notify Ocean Leadership’s Director of Contracts and Grants in writing of such interpretation. Such notice shall:

- include the reasons upon which Contractor bases its belief that the technical direction falls outside the scope of the contract;
- include Contractor’s best estimate as to the revision needed to the current estimated cost, performance time, delivery schedules or any other provision that would result from implementing the COTR's direction.

If, after reviewing the information presented, Ocean Leadership considers that such direction is technical direction authorized by this clause, Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, Ocean Leadership’s Director of Contracts & Grants may direct Contractor to proceed with the implementation of the technical direction pending receipt of the above information to be submitted by Contractor.

(End of Section G)
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INDEMNIFICATION

The Contractor shall indemnify Ocean Leadership against any claims for loss or damage to any property or injury or death to any person, during the course of the work, attributable to the negligence of the Contractor or its employees.

Ocean Leadership shall similarly hold the Contractor harmless for any such claims attributable to the negligence of Ocean Leadership or its employees.

H.2 ARBITRATION

Any dispute, controversy or claim arising out of or relating to this contract or breach thereof which cannot be amicably settled between Ocean Leadership and the Contractor shall be finally settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in the District of Columbia. The resulting contract shall be final and binding on the parties, shall be in lieu of any other remedy, and judgment upon the contract rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

H.3 LIABILITY

None of the following: the NSF or Ocean Leadership, can assume any liability for accidents, illnesses, injuries, or claims arising out of, or related to, any activities supported by this contract or for unauthorized use of patented or copyrighted materials. The Contractor is advised to take such steps as may be deemed necessary to insure or protect itself, its employees and its property.

H.4 LIABILITY INSURANCE

The Contractor shall be responsible for securing all necessary and applicable insurance coverage.

H.5 SUITS/CLAIMS AGAINST CONTRACTOR

Contractor shall give Ocean Leadership’s Director of Contracts and Grants immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor which in the opinion of the Contractor may result in litigation.

Notice and Assistance Regarding Patent and Copyright Infringement

a. The Contractor shall report to the Ocean Leadership’s Director of Contracts and Grants, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

b. In the event of any claim or suit against Ocean Leadership on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to Ocean Leadership, when requested by the Director of Contracts and Grants, all evidence and information in the Contractor’s possession pertaining to such claim or suit.
c. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed $150,000.

d. The Contractor shall indemnify Ocean Leadership and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

H.6 PROVISIONS REGARDING USE OF DATA AND INFORMATION

H.6.1 Limitations on Use

Performance of this contract may require the Contractor to access data and information proprietary to a Government agency or Government Contractor and/or data of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the Government and/or others.

The parties shall not use, disclose or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this contract. This obligation shall not apply to information which (a) was in the receiving party’s possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law, provided that the disclosing party is provided reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefore.

The Contractor shall provide the Ocean Leadership COTR with a copy of any proposed publication resulting from work performed pursuant to this contract at least thirty (30) days prior to submission for publication. Ocean Leadership shall have twenty (20) business days to review and nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to Ocean Leadership between the Contractor and the data owner which provides for greater rights to the Contractor.

H.6.2 RIGHTS IN DATA NECESSARY FOR THE PROCUREMENT, OPERATION, AND MANAGEMENT OF THE OOI

The following shall apply:

1. The Contractor grants to Ocean Leadership and the NSF in perpetuity the right to use and reproduce data first produced under this Contract without charge or additional expense (except for whatever reasonable costs are incurred by Contractor to reproduce the data) as necessary for the design, fabrication, integration, installation, operation and management of the OOI. This includes the right to make such data available to any party interested in competing for any subsequent award to operate and manage the OOI, and any awardees the NSF selects as a result of these competitions.

2. The types and kinds of data deemed necessary for the design, fabrication, integration, installation, operation and management of the OOI includes, but is not limited to:
   a. Maintenance guides and histories
   b. Operating manuals and similar plans
   c. User manuals and similar documents
d. Facility and instrument drawings (including design, shop and as-built drawings), designs and specifications

e. Schematics

f. Warranty data
g. Schedules
h. Software
i. Inventories
j. Document indexes

k. Contracts, Lower Tier Awards, and vendor agreements (these items will be assessed by Ocean Leadership and the Contractor for the presence of any proprietary data prior to their release to a third party)

l. Operations reports

Rights acquired by Ocean Leadership and the NSF under this Section H.6.2 do not include rights to any data first produced solely for scientific research purchases. Licenses to use data not first produced under this Contract shall provide for assignment by the Contractor to any successor awardee operating and managing the OOI.

**H.7 Procurement Standards**

a. The Contractor (including commercial organizations) is responsible for compliance with the Procurement Standards identified in 2 CFR §§215.40 through .48. The Contractor is responsible for ensuring that the appropriate NSF conditions from the award to Ocean Leadership are made a part of any contract or other arrangement whose award amount exceeds the simplified acquisition threshold (currently $150,000).

b. The Contractor shall:

1. Make all agreements, contracts, or other commitments, regardless of value, in its own name and shall not bind or purport to bind the Government, NSF, or Ocean Leadership.

2. Agree to administer/monitor all such agreements, contracts, or other commitments it enters into and supports with NSF funds in accordance with the applicable federal cost principles and the applicable federal administrative requirements;

3. Remain responsible for maintaining the necessary documentation on all such agreements, contracts or other commitments and making it available to Ocean Leadership upon request.

**H.8 CONTRACT MONITORING**

In monitoring the Contractor’s performance, Ocean Leadership is primarily interested in progress toward successful completion of each task along with the financial status of the Contract. During the course of performance of the resulting Contract, Ocean Leadership (and authorized government representatives) shall have the right, at all reasonable times, to make site visits to inspect or review the progress of work or the management control systems of the Contractor or its lower-tier Contractors. The Contractor shall provide and shall require its lower-tier Contractors to provide all reasonable facilities and assistance for the safety and convenience of the representatives in the performance of their duties. Such access shall include the right to inspect the Contractors’s financial accounts or records that pertain to this Contract.
H.9 NOTICE OF LABOR DISPUTES
If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Ocean Leadership Director of Contracts and Grants. The contractor agrees to insert the substance of this clause in any Lower Tier Award to which a labor dispute may delay the timely performance of this subcontract.

H.10 CHANGE-OVER AND PHASE-OUT
Contractor recognizes that Ocean Leadership may direct the assignment of Contractor’s award and/or its Sub-Contractors to other organizations. The Contractor agrees to use its best efforts to effect an orderly and efficient transition from Contractor and/or Sub-Contractors to any assignee in the event of any such assignment. Contractor agrees to incorporate provisions to this effect in any Lower Tier Award.

H.11 CLEARANCE AND CONSTRAINTS
Notwithstanding any other provision of this Contract, at any point in the conduct of this project where Ocean Leadership approval is required, Ocean Leadership will endeavor to notify the Contractor within ten (10) working days of receipt of a Contractor’s request as to its approval or disapproval. Failure of OCEAN LEADERSHIP to respond within the ten (10) working day period shall NOT constitute approval.

H.12 TRAVEL COSTS
Any travel undertaken under this Contract is subject to the contracting Officer’s Technical Representative prior written approval. Travel must be carried out in accordance with NSF FATC, Article 10.

H.13 SUSPENSION OR TERMINATION
This Contract may be suspended or terminated in whole or in part by Ocean Leadership in any of the following circumstances:

1) When the Contractor has materially failed to comply with the terms and conditions of this Contract;
2) When Ocean Leadership has other reasonable cause;
3) When the Contract is incrementally funded and Ocean Leadership does not receive the remainder of the funding from NSF;
4) When Ocean Leadership and the Contractor by mutual agreement determine it to be in the best interest of the program.

Any suspension or termination action taken by Ocean Leadership must be issued in writing by the Ocean Leadership Director of Contracts & Grants. In the event of termination as a result of material failure, such termination will be taken only after the Contractor has been informed by Ocean Leadership of a deficiency on its part and Ocean Leadership has given Contractor an opportunity to correct the deficiency.

No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of Ocean Leadership, the Contractor could not reasonably avoid or eliminate or which were otherwise authorized by the suspension or
termination notice, provided such costs would otherwise have been allowable under the terms of the Contract and appropriate cost principles.

**H.14 DAVIS BACON ACT**

**A.** This award is part of a cooperative agreement that is partially funded by American Reinvestment and Recovery Act. As such, the parties acknowledge that the American Reinvestment and Recovery Act requires that certain agreements funded under that Act are required to contain Davis Bacon Act (DBA) wage determinations for hourly laborers and mechanics performing construction work, in accordance with the rules and procedures of the Department of Labor.

It is anticipated that given the nature of this project design, fabrication, integration, and installation any construction-related work will be only incidental to the main work of this agreement. Awardee nevertheless agrees that it will, for any subaward for construction work that is substantial and segregable from the main work of this project, apply DBA requirements to that subaward, and will at that time submit relevant data to NSF and request an appropriate wage determination. See, 48 C.F.R. 22.402, Applicability.

For purposes of this clause and all matters relating to DBA requirements, DBA-related terms shall have the meanings assigned to them by the Department of Labor.

**H.15 OTHER**

Contractor shall: (i) make all agreements, contracts, or other commitments, regardless of value in its own name and shall not bind or purport to bind the Government, NSF and or Ocean Leadership; (ii) agree to administer/monitor all such agreements, contracts, or other commitments it enters into and supports with NSF funds in accordance with the applicable federal cost principles and the applicable federal administrative requirements; (iii) remain responsible for maintaining the necessary documentation on all such agreements, contracts or other commitments and making it available to Ocean Leadership upon request.

All contractual arrangements shall contain appropriate provisions consistent with the applicable NSF Financial and Administrative Terms and Conditions (CA-FATC) including NSF Supplemental Financial/Administrative Terms and Conditions-Large Facilities and any special conditions included in this Contract.

*(End of Section H)*

**SECTION I - CONTRACT CLAUSES**

**I.1 NATIONAL Science Foundation (NSF) Cooperative Agreement FLOW-DOWN Terms and conditions**

This effort is funded under a cooperative agreement between Ocean Leadership and the National Science Foundation. Ocean Leadership is responsible for complying with the conditions below and ensuring that Contractor also complies with them.

The following NSF Terms and Conditions shall apply to this Contract:
Articles: 5, 9, 10, 12, 21, 23, 24, 26, 27, 30, 34, 37, 38, 39, 42, 43, 46 and 47 of the NSF Cooperative Agreement Financial and Administrative Terms and Conditions (CA FATC) 10/1/10 or as updated over the life of this Contract, which can be found at: http://www.nsf.gov/pubs/gc1/cafatc_oct10.pdf

The CA FATC listed above is incorporated herein and are made a part of this Contract, except that the clauses shall be appropriately interpreted to reflect the identities of the instant parties, i.e. substitute:

“Director of Contracts and Grants” for “Grants Officer” or “Grants and Agreements Officer”;

“OCEAN LEADERSHIP Director of OOI” for “Principal Investigator” or “Project Director”

“Prime Contractor” or “OCEAN LEADERSHIP” for “Government” or “NSF;

“Subcontractor”, “Contractor”, “Subgrantee”, or “Contractor” for “Contractor”, “Awardee”,
“Grantee”, or “Recipient”;

“Subcontract”, “Contract”, or “Subgrant” for “Contract”, “Award”, or “Grantee”;

“Director, OOI” for “NSF Deputy Director”

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

J.1 LISTING OF ATTACHMENTS
These documents are attached and are made a part of this solicitation:

Attachment 1: Representations, Certifications and Other Statements of Offerors

Offeror’s proposal will be attached here as a material part of the resulting Contract

(End of Section J)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS (SEE ATTACHMENT 1)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
This section contains important information about the preparation of proposals for this procurement. The offeror is expected to examine this solicitation thoroughly and furnish all information required by this solicitation.

PROPOSAL PREPARATION INSTRUCTIONS

1. PAYMENT OF PROPOSAL COSTS

This solicitation does not commit OCEAN LEADERSHIP to pay any cost incurred in the preparation or submission of the Offeror’s proposal or in making necessary studies or designs for the preparation thereof. It does not commit OCEAN LEADERSHIP to contract for the services.

2. PROPOSAL PREPARATION INSTRUCTIONS

The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the awardee for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the Offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Offeror’s intentions and reasoning process.

A. GENERAL INFORMATION

Proposals must include the full name and address of Offeror’s firm and the name, mailing address, and telephone number of the person Ocean Leadership should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An Offeror’s failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The proposal shall be submitted in two (2) separate volumes:

Volume I – TECHNICAL PROPOSAL
Volume II – COST AND PAST PERFORMANCE

The Offeror shall email to jhubler@oceanleadership.org a signed PDF proposal by 4:00 pm EDT on December 24, 2010 and mail 1 signed original and 2 copies in hard copy. The hard copies may be received after the proposal due date. If there are any discrepancies between the proposal hardcopies and the e-mailed proposal, the hardcopy will govern. Electronic submissions must be compatible with Microsoft Office.

Each proposal volume with its copies is to be packaged together and separated from the other volume. They should be clearly marked to identify contents. Cost or pricing data shall NOT be included in Volume I. Hard copy proposal text shall be printed on 8-1/2” x 11” paper with size 10 font and all pages shall be three-hole punched and inserted in ring binders only. Volumes I and II are each limited to 10 single-sided pages exclusive of charts, exhibits, and/or spreadsheets.

Each volume shall be written on a stand-alone basis. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.
Information required for each volume, which is not found in its designated volume, will be reviewed as omitted from the proposal and will affect the evaluation results.

B. TECHNICAL PROPOSAL - VOLUME I

Offerors must provide comprehensive narrative statements that illustrate the support they can offer. At a minimum, the Offeror should provide the following:

Execution Plan for responding to the requests and services required;
Experience and Qualifications

1. Execution Plan
   Offerors must provide comprehensive narrative statements that set out the execution and management plan they intend to follow to solicit detailed requirements, design the system, develop-install-configure the solution, verification and validation testing, and provide the user and management documentation and training; including a schedule. Identify the personnel and their availability to begin work immediately upon award. Offerors shall also address the need for any Contracting/subcontracting and clearly identify which labor categories or activities are being subcontracted. Describe how Offeror intends to ensure effective customer support to the tasks outlined in Section C.

2. Experience and Qualifications
   Offerors must provide a narrative description of the project team and a personnel roster, including resumes that identify key personnel that will work lead the project and design/configure the software.

Upon review and evaluation of the proposal, OCEAN LEADERSHIP may require additional supporting information from the Offeror in order to clarify the proposal.

Offerors should note that technical proposals which merely offer to conduct a program in accordance with the requirements of Section C - Scope of Work, (for example, parroting back the Statement of Work) will be considered non-responsive to this solicitation and will not be considered further.

NOTE: Do not insert any pricing in this section. Pricing of labor will be provided in the Cost Volume.

C. COST AND PAST PERFORMANCE – VOLUME II

Cost

Narratives supporting pricing data shall be succinct, and shall not attempt to duplicate or supplement text that properly belongs in the Technical Volume.

Provide a spreadsheet that incorporates your proposed price components and labor categories and fully loaded labor rates. Assume a Contract start date of January 3, 2010 for labor pricing. The cost proposal must identify an itemized list of all costs associated with the performance of this award, including, but not limited to, total number of hours at fixed hourly rates and direct expenses.
Past Performance

The information requested below is anticipated to be sufficient for the purposes of the evaluation of past performance. Offeror shall furnish the following information for any combination of two (2) relevant contracts, Contracts/subcontracts, grants and/or cooperative agreements Contracted to the Offeror:

a. Customer’s name, address, and current verified telephone number of both the lead contractual and technical personnel.
b. Contract number, type, and original and final contract value.
c. Date of contract, place(s) of performance, and delivery dates or period of performance.
d. Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
e. Discuss any major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
f. Whether delivery was on time and, if not, why; adherence to program schedules; incentive performance (e.g., schedule and technical) history, if applicable.
g. Cost/price management history; cost overruns and under runs, and cost incentive history, if applicable.
h. List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer. Include contracts that were “de-scoped” by the customer because of performance or cost problems.

(End of Section L)

SECTION M – Evaluation Factors

The following is a summary of evaluation factors which will be used in the evaluation of Offeror proposals:

<table>
<thead>
<tr>
<th>Evaluation Factor</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>Technical Approach</td>
<td>35%</td>
</tr>
<tr>
<td>Cobra &amp; wnInsight Implementation &amp; Upgrade Experience</td>
<td>25%</td>
</tr>
<tr>
<td>Earned Value Management Expertise</td>
<td>20%</td>
</tr>
<tr>
<td>Cost</td>
<td>20%</td>
</tr>
</tbody>
</table>

OCEAN LEADERSHIP reserves the right to issue an award without discussion but may enter into discussions on the technical and/or cost volume if it is in OCEAN LEADERSHIP’s best interest to do so.

(End of Section M)
J – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

J.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS

The offeror certifies that (i) all Representations and Certifications contained in the solicitation and offer are complete, current, and accurate as required, (ii) the offeror is aware that award of any contract shall be considered to have incorporated the applicable Representations and Certifications by reference.

J.2 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions

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

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

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

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

(d) Taxpayer Identification Number (TIN)

☐ TIN: ______________________.
☐ TIN has been applied for.
☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government.

☐ Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization
☐ Sole proprietorship
☐ Partnership
☐ Corporate Entity (not tax-exempt)
☐ Corporate Entity (tax-exempt)
☐ Government Entity (Federal, State or local)
☐ Foreign Government
☐ International Organization per 26 CFR 1.6049-4
☐ Other

(f) Common Parent
☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

   Name: ________________________________
   TIN:    ________________________________

J.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(a) (1) The Offeror certifies, to the best of its knowledge and belief, that –

   (i) The Offeror and/or any of its Principals –
       (A) Are ☐, Are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the Subaward of contracts by any Federal agency.

       (B) Have ☐ Have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or Subaward; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

   (ii) The Offeror has ☐, has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

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

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

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

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

J.4 DRUG FREE WORKPLACE

The Offeror is prohibited from (1) unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (including, without limitation, illegal drugs of any kind); (2) unauthorized use or possession of alcohol; or (3) being under the influence of controlled substances or alcohol in the workplace or where a work assignment is performed. Offerors who violate this policy will be subject to immediate discipline, up to and including termination.

The Offeror must notify Ocean Leadership in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction. Within 30 days of such notification, Ocean Leadership will take appropriate disciplinary action against the Offeror, up to and including termination, or require the Offeror to participate in an approved drug abuse assistance or rehabilitation program.

J.5 OTHER CERTIFICATIONS

(a) Certification for Authorized Organizational Representative

By signing and submitting this contract, the individual applicant or the authorized official of the applicant institution is; (1) certifying that statements made herein are true and complete to the best of his/her knowledge; and (2) agreeing to accept the obligation to comply with NASA terms and conditions to the extent that such terms and conditions are applicable to the tasks that the Offeror is responsible for performing under this agreement. Further, the applicant is hereby
providing certifications regarding Federal debt status, debarment and suspension, drug-free workplace, terrorism financing, and lobbying activities (see below).

In addition, if the applicant institution employs more than fifty persons, the authorized official of the applicant institution is certifying that the institution has implemented a written and enforced conflict of interest policy; that to the best of his/her knowledge, all financial disclosures required by the conflict of interest policy have been made; and that all identified conflicts of interest will have been satisfactorily managed, reduced or eliminated prior to the institution’s expenditure of any funds under the Subaward, in accordance with the institution’s conflict of interest policy. Conflicts that cannot be satisfactorily managed, reduced or eliminated must be disclosed to Grantee.

(b) The Offeror certifies that it will provide a drug-free workplace by:

i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Offeror’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

ii. Establishing a drug-free awareness program to inform employees about—
   (1) The dangers of drug abuse in the workplace;
   (2) The Offeror’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation and employee assistance programs, and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

iii. Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

iv. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;

v. Notifying OCEAN LEADERSHIP within ten days after receiving notice under subparagraph iv.2 from an employee or otherwise receiving actual notice of such conviction;

vi. Taking one of the following actions, within 30 days of receiving notice under subparagraph iv.2, with respect to any employee who is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

(c) Executive Order on Terrorism Financing
The Offeror is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offeror to ensure compliance with these Executive Orders and laws.

_______________________________
Name of Authorized Representative

_______________________________
Signature and date

(End of Section J)