# **Request for Quote Information Sheet**

HTC711-17-R-D002

SDDC PC\*Miler Software in support of Defense Table of Official Distance (DTOD)

Software License Renewal

# PLEASE SUBMIT YOUR QUOTE NO LATER THAN: WEDNESDAY, 22 MARCH 2017 AT 11:00 AM CT

#### Government Points of Contact:

Mr. Jonathan Brunick, Contract Specialist USTRANSCOM/TCAQ-D 508 Scott Drive, Bldg 1900W Scott AFB, IL 62225 618-220-7028 jonathan.c.brunick.civ@mail.mil Mr. David Q. Swaney, Contracting Officer USTRANSCOM/TCAQ-D 508 Scott Drive, Bldg 1900W Scott AFB, IL 62225 618-220-7136 david.q.swaney.civ@mail.mil

Please complete the following information and submit with your quote.

Offeror Name / Address (Please include Zip+4)	
Telephone Number	
Fax Number	
Email Address	
Cage Code	
DUNS Number	
GSA Schedule Number	
Approved NAICS Code	511210, Software Publishers
Business Size (according to NAICS)	Small Large
Check all that apply to your firm	HubZone Small Business Service Disabled Veteran-Owned Small Business Veteran-Owned Small Business Small Disadvantaged Business Woman-Owned Small Business Economically Disadvantaged Woman-Owned Small Business
Prompt Payment Discount (if applicable)	
FOB Point:	Destination
l	SAM): Please ensure that all information contained in SAM is

1. CLIN Structure. Insert unit prices and extended amounts as required in the Pricing Schedule below and return with your quote.

#### SDDC PC\*MILER SOFTWARE IN SUPPORT OF **DEFENSE TABLE OF OFFICIAL DISTANCES (DTOD)** 1 April 2017 – 30 September 2021 **UNIT EXTENDED** CLIN NUMBER QTY OF UNIT PRICE **AMOUNT ISSUE CLIN 0001 (FFP)** PC\*Miler/DTOD Software Renewal Period of Performance (PoP): 6 Month 1 Apr 2017 – 30 Sep 2017 CLIN 0002 (FFP) PC\*Miler/DTOD Multi-Version Switch 6 Month PoP: 1 Apr 2017 – 30 Sep 2017 **CLIN 1001 (FFP)** PC\*Miler/DTOD Software Renewal 12 \$ Month PoP: 1 Oct 2017 - 30 Sep 2018 **CLIN 1002 (FFP)** PC\*Miler/DTOD Multi-Version 12 Month Switch PoP: 1 Oct 2017 – 30 Sep 2018 **CLIN 2001 (FFP)** PC\*Miler/DTOD Software Renewal 12 Month PoP: 1 Oct 2018 – 30 Sep 2019 **CLIN 2002 (FFP)** PC\*Miler/DTOD Multi-Version **Switch** 12 Month PoP: 1 Oct 2018 – 30 Sep 2019 **CLIN 3001 (FFP)** PC\*Miler/DTOD Software Renewal 12 Month PoP: 1 Oct 2019 - 30 Sep 2020 **CLIN 3002 (FFP)** PC\*Miler/DTOD Multi-Version 12 \$ Switch Month PoP: 1 Oct 2019 – 30 Sep 2020

CLIN 4001 (FFP) PC*Miler/DTOD Software Renewal PoP: 1 Oct 2020 – 30 Sep 2021	12	Month	\$ \$
CLIN 4002 (FFP) PC*Miler/DTOD Multi-Version Switch PoP: 1 Oct 2020 – 30 Sep 2021	12	Month	\$ \$

TOTAL	2
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- 2. Your quote will be evaluated in accordance with the following factor: **Must meet minimum** Government standards at a price that is considered fair and reasonable.
- 3. In order to fully evaluate your quote, a copy of the license terms and conditions should be provided with your quote. NOTE: As the Government intends to migrate the DTOD program into a cloud computing environment during the period of performance for this requirement, the software license terms and conditions shall include a statement allowing for the transfer/extract of PC\*Miler data, as required for the DTOD program to successfully migrate into the cloud. The license statement shall include the following or substantially similar language:

"Limitation on Transfer: This license is granted to you by \_\_\_\_\_\_. You may not directly or indirectly lease, sublicense, sell or otherwise transfer \_\_\_\_\_\_ or any \_\_\_\_\_\_\_ program materials to third parties, or offer information to third parties utilizing the \_\_\_\_\_\_ program materials without the vendors express written consent, except in cases where the customer, transfers \_\_\_\_\_\_ in conjunction with a transfer to a cloud computing environment, including but not limited to Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS). Such transfers shall include but not be limited to private clouds, community clouds, public clouds or Hybrid Clouds. No such migrations shall be considered limitations on data extraction, mobile communications or disclosures to third parties."

- 4. The following provisions are incorporated by reference:
  - 52.204-7--System for Award Management (Oct 2016)
  - 52.212-1 Instructions to Offerors Commercial Items (Oct 2016)
  - 52.212-3 Offeror Representations and Certifications Commercial Items (Oct 2016)
  - 52.222-56 -- Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)
  - 52.225-18 Place of Manufacture (Mar 2015)
  - 52.225-25--Prohibition on Contracting with Entities Engaging in Certain Activities or

Transactions Relating to Iran – Representation and Certification (Oct 2015)

- 52.233-2 Service of Protest (Sep 2006)
- 252.203-7005--Representation Relating to Compensation of Former DoD Officials. (Nov 2011)
- 252.203-7998 -- Prohibition on contracting with Entities that Require Certain Internal

Confidentiality Agreements – Representation (Dev) (Feb 2015)

- 252.204-7004--Alternate A, System for Award Management (Feb 2014)
- 252.204-7008—Compliance with safeguarding Covered Defense Information Controls (Oct 2016)
- 252.209-7999—Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Convition Under Any Federal Law (June 2016)

### 5. The following clauses will be incorporated at time of award:

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a. Incorporated By Reference
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- 52.202-1 Definitions (Nov 2013)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (May 2014)
- 52.203-6, Alternate I Restrictions on Subcontractor Sales to The Government (Oct 1995)
- 52.203-7 Anti-Kickback Procedures (May 2014)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
- 52.204-13 -- System for Award Management Maintenance (Oct 2016)
- 52.204-19 Incorporation By Reference of Representations and Certifications (Dec 2014)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
- 52.211-5 Material Requirements (Aug 2000)
- 52.212-4 Contract Terms and Conditions Commercial Items (May 2015)
- 52.213-2 -- Invoices (Apr 1984)
- 52.222-50 Combating Trafficking in Persons (Mar 2015)
- 52.223-18 -- Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- 52.225-13 -- Restriction of Certain Foreign Purchases (Jun 2008)
- 52.232-1 Payments (Apr 1984)
- 52.232-33 -- Payment by Electronic Funds Transfer-System for Award Management (Jul 2013)
- 52.232-39 -- Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.232-40 -- Providing Accelerated Payment to Small Business Subcontractors (Dec 2013)
- 52.233-1 -- Disputes (May 2014)
- 52.233-3 -- Protest after Award (Aug 1996)
- 52.233-4 -- Applicable Law for Breach of Contract Claim (Oct 2004)
- 52.244-6 Subcontracts for Commercial Items (Nov 2016)
- 252.203-7000 -- Requirements Relating to Compensation of Former DoD Officials. (Sep 2011)
- 252.203-7002 -- Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
- 252.203-7999 -- Prohibition on Contracting with Entities that Require Certain Internal
- Confidentiality Agreements (Dev) (Feb 2015)
- 252.204-7003 -- Control of Government Personnel Work Product (Apr 1992)
- 252.204-7004 -- Alternate A, System for Award Management (Feb 2014)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016)
- 252.204-7015 Notice of Authorized Disclosure of Information For Litigation Support (May 2016)
- 252.225-7048 -- Export Controlled Items (Jun 2013)
- 252.232-7003 -- Electronic Submission of Payment Requests and Receiving Reports (Jun 2012)
- 252.232-7010 -- Levies on Contract Payments (Dec 2006)
- 252.239-7018 Supply Chain Risk (Oct 2015)

## b. Incorporated By Full Text

52.212-5 (Dev) - Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2016)

- (a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2. Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seg.)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- $\overline{(x)}$  52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seg.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seg.)
- (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub.
- L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

#### Source Selection Information – See FAR 2.101 and 3.104

- (xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

# 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 months. This limit, however, neither includes nor precludes the exercise of an extension in accordance with FAR 52.217-8, Option to Extend Services, that would extend the period of performance in excess of said limit.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

#### Source Selection Information – See FAR 2.101 and 3.104

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 6. ADDENDUM TO CLAUSE 52.212-4

- (1) Exemption to Wide Area WorkFlow Payment in accordance with, DFARS 252.232-7003(c) (4), and DFARS 232.7003(c).
- (2) The Transportation Financial Management System (TFMS) will be used as the vendor payment/invoicing system.
- (3) The Contractor shall submit an original invoice (or electronic invoice, if authorized) to Janice Stubblefield (contact information located in paragraph 7 below), Jonathan Brunick (contract information listed above), and 1 Copy to the DFAS office listed on page 1 of the contract/order (DFAS Fax 1-866-392-7091).

An invoice must include -

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number:
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice;
- (ix) Electronic funds transfer (EFT) banking information.

Note: In order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management).

- 7. Point of Contact (POC) Information
  - a. Technical POC:

Janice Stubblefield
1 SOLDIER WAY, SCOTT AFB IL 62225
TEL: 618-220-5671

janice.f.stubblefield.civ@mail.mil

b. Administrative POC: Upon award, USTRANSCOM Directorate of Acquisition will administer this order. Any requests for information or clarification after award shall be referred to the Contract Specialist, Mr. Jonathan Brunick, at the address listed above.