

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER		RATING		PAGE OF PAGES	
SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER		RATING		PAGE OF PAGES	
2. CONTRACT NO.		W900KK-20-R-0011		4. TYPE OF SOLICITATION (X) SEaled bids () RFQ		5. DATE ISSUED 21 Feb 2020		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ARMY CONTRACTING COMMAND - ORLANDO		CODE W900KK		8. ADDRESS OFFER TO (If other than Item 7)		CODE		9. DATE OF AWARD	
10. FOR INFORMATION		DUANE A. ST. PETER		B. TELEPHONE (Include area code)		C. E-MAIL ADDRESS		11. DATE OF AWARD	
CALL:		DUANE A. ST. PETER		B. TELEPHONE (Include area code)		C. E-MAIL ADDRESS		11. DATE OF AWARD	
(X) SEC. 1		DESCRIPTION		PAGE(S)		(X) SEC. 1		DESCRIPTION	
(X) SEC. 1		PART I - SCHEDULE		PAGE(S)		(X) SEC. 1		PART II - CONTRACT CLAUSES	
(X) A		SOLICITATION PART I - SCHEDULE		1 - 2		(X) I		CONTRACT CLAUSES	
(X) B		SUPPLIES, SERVICES AND PRICES COSTS		3 - 18		(X) PART II		LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
(X) C		DESCRIPTORS FOR SERVICE WORK STATEMENTS		19 - 18		(X) PART II		LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
(X) D		BACKGROUND AND MARKING STATEMENT		19		(X) J		LIST OF REPRESENTATIONS AND INSTRUCTIONS	
(X) E		INSPECTION AND MAINTENANCE		20 - 22		(X) K		REPRESENTATIONS AND INSTRUCTIONS	
(X) F		DELIVERIES OR PERFORMANCE		23 - 26		(X) L		OTHER SPECIAL TERMS, CONDITIONS AND INSTRUCTIONS	
(X) G		GENERAL INFORMATION DATA		27 - 30		(X) M		EXPLANATION OF AWARD	
(X) H		SPECIAL CONTRACT REQUIREMENTS		27 - 30		(X) N		EXPLANATION OF AWARD	
(X) I		SPECIAL CONTRACT REQUIREMENTS		27 - 30		(X) O		EXPLANATION OF AWARD	
NOTE: Item 12 does not apply if the solicitation includes a minimum bid acceptance period.									
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Section A - Solicitation/Contract Form

SOLICITATION INFORMATION

THIS SOLICITATION, W900KK-20-R-0011, WILL RESULT IN A MULTIPLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TASK ORDER TYPE CONTRACT (MATOC), WITH A TOTAL POTENTIAL ORDERING PERIOD UP TO TEN YEARS. IT WILL BECOME THE BASE CONTRACT FOR NATIONAL CYBER RANGE COMPLEX (NCRC) EVENT PLANNING, OPERATIONS, AND SUPPORT (EPOS) EFFORTS. TASK ORDER (TO) / DELIVERY ORDER (DO) REQUIREMENTS WILL BE SOLICITED BASED ON THE IMMEDIATE NEEDS OF THE GOVERNMENT DURING THE ORDERING PERIOD. THIS SOLICITATION, W900KK-20-R-0011, WILL BE USED TO AWARD THE NCRC EPOS IDIQ CONTRACTS AND TASK ORDER 0001, ENTITLED NCRC INNOVATION AND TECHNOLOGY COUNCIL TO THE SUCCESSFUL OFFERORS.

Section B - Supplies or Services and Prices

B.1 The Contract Line Item Numbers (CLINs) shown at Schedule B may be utilized in a Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF), Cost No-Fee (Cost), or Not-Separately-Priced (NSP) basis for Task/Delivery Orders issued under this contract. Each future Task/Delivery Order will be reviewed by the Procuring Contracting Officer (PCO) to determine the applicable contract type to meet those requirements. Individual Task/Delivery Orders may specify other contract types but must incorporate all applicable clauses into the Task/Delivery Order.

B.2 The collective ceiling for all contracts awarded under NCRC EPOS is \$2,415,685,748.00, which may be ordered during the 10-year ordering period. Over the life of the contract the cumulative total of all delivery/task orders awarded will not exceed the ceiling without prior written approval of the PCO. The guaranteed minimum amount for each NCRC EPOS MATOC contract is \$30,000.00.

B.2.1 To meet the guaranteed minimum at time of contract award, the Government will issue a Task Order 0001, entitled National Cyber Range Complex (NCRC) Innovation and Technology Council (NITC), to each awardee.

B.2.2 If a contract awardee never receives an additional Task/Delivery Order, or all option CLINs under Task Order 0001 are not exercised, the guaranteed minimum shall be considered satisfied when the contractor completes effort totaling at least \$30,000.00 under the NITC Task Order 0001.

B.3 CLINs 0002 through 0007, 1001 through 1006 and 2001 through 2006 are established in Schedule B for the sole purpose of facilitating administration of the contract in the Governments' Standard Procurement System (SPS). Pricing for Task/Delivery Order CLINs will be at the individual Task/Delivery Order level as negotiated.

B.4 CLINs 0008, 1007 and 2007 represent requirements for the delivery of data in accordance with DD Form 1423, entitled Contract Data Requirements Lists, incorporated by reference at Section J as Exhibit A, Exhibit B and Exhibit C. The CDRLs under the base contract shall not be duplicated under when placing orders: changes to CDRLs shall be described in an addendum that will be made an attachment to the orders. New CDRLs may be incorporated under the base contract. As needed, unique CDRLs may be incorporated under Task/Delivery Orders at Section J of the order.

B.5 When applicable during performance, the Defense Acquisition Regulation Supplement requires establishment of separate line items at the contract level for Contractor Manpower Reporting (CLIN 0009, 1008 and 2008) and Contractor Acquired Property (CLIN 0010, 1009 and 2009). However, actual performance will be identified when each order is placed where applicable: the priced/not separately priced line item numbers at the order level need not be the same as the CLINs identified in Schedule B of the contract.

B.6 The NCRC EPOS Rate Guide incorporated by reference at Section J consists of "Not to Exceed" fully burdened (exclusive of profit/fee) rates. The rates contained in the NCRC EPOS Rate Guide will be based on the Offeror's fiscal year and will include rates for the 10-year ordering period. Profit/fee is to be proposed by offerors on a CLIN by CLIN and Order by Order basis during contract execution.

B.6.1 Reserved

B.6.2 The proposed fully burdened (exclusive of profit/fee) rates and labor categories in the NCRC EPOS Rate Guide will be used as Not to Exceed rates for any work under the contract (i.e., CPFF, Cost, FFP efforts) for the entire ten-year ordering period. At the Task/Delivery Order level! For future orders competed under this IDIQ, awardees may propose rates lower than the rates proposed in the NCRC EPOS Rate Guide; however, in no event will the fully burdened (exclusive of profit/fee) rates proposed at the Task/Delivery Order level exceed the fully burdened (exclusive of profit/fee) rates proposed in the NCRC EPOS Rate Guide.

B.6.3 Labor categories not listed in the NCRC EPOS Rate Guide may be needed for a given delivery or task order. Such labor categories, along with the fully burdened (exclusive of profit/fee) rates, may be proposed on a

delivery/task order basis and will be binding only for that respective order unless incorporated into the NCRC EPOS Rate Guide.

B.7 Offerors shall not provide pricing for any CLINs identified in Schedule B below.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	NCRC EPOS Services & Ancillary Supplies FFP This CLIN 0001 represents a service/ancillary supply line item with a 5 year ordering period (17 December 2020 – 16 December 2025). The contractor shall perform in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC. FOB: Destination PSC CD: D302				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0003	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0004	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0005	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0006	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0007

NCRC EPOS Services & Ancillary Supplies

FFP

Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS).

FOB: Destination

PSC CD: D302

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0008

1,000

Contract Data Requirements Lists

FFP

This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 0008 represents requirements for the delivery of data in accordance with DD Form 1423, entitled Contract Data Requirements Lists, as incorporated by reference at Section J as Exhibit A, Exhibit B and Exhibit C with a 5 year ordering period (17 December 2020 – 16 December 2025). The contractor shall perform in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), as further specified by Task/Delivery Orders issued under the NCRC EPOS MATOC and the individual CDRLs.

FOB: Destination

PSC CD: D302

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0009	Contractor Manpower Reporting FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 0009 represents requirements for Contractor Manpower Reporting, in accordance with paragraph 3.16 of the NCRC EPOS Performance Work Statement (PWS-2019-044) and as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC, with a 5 year ordering period (17 December 2020 – 16 December 2025). FOB: Destination PSC CD: D302	1,000			
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0010	Contractor Acquired Property (CAP) FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 0010 represents requirements for Contractor Acquired Property, in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), paragraph 3.31 and as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC, with a 5 year ordering period (17 December 2020 – 16 December 2025). FOB: Destination PSC CD: D302	1,000			
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1000 OPTION	NCRC EPOS Services & Ancillary Supplies FFP This CLIN 1000 is an Option that if exercised, represents a service/ancillary supply line item with a 2 year ordering period (17 December 2025 – 16 December 2027). The contractor shall perform in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC. FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1001 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1002 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1003 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1004 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1005 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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MAX
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Contract Data Requirements Lists FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 1007 represents requirements for the delivery of data in accordance with DD Form 1423, entitled Contract Data Requirements Lists, incorporated by reference at Section J as Exhibit A, Exhibit B and Exhibit C with a 2 year ordering period (17 December 2025 – 16 December 2027). The contractor shall perform in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), as further specified by Task/Delivery Orders issued under the NCRC EPOS MATOC and the individual CDRLs. FOB: Destination PSC CD: D302	1,000			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1008 OPTION	Contractor Manpower Reporting FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 1008 represents requirements for Contractor Manpower Reporting, in accordance with paragraph 3.16 of the NCRC EPOS Performance Work Statement (PWS-2019-044) and as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC, with a 2 year ordering period (17 December 2025 – 16 December 2027). FOB: Destination PSC CD: D302	1,000			
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MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1009 OPTION	Contractor Acquired Property (CAP) FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 1009 represents requirements for Contractor Acquired Property, in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), paragraph 3.31 and as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC, with a 2 year ordering period (17 December 2025 – 16 December 2027). FOB: Destination PSC CD: D302	1,000			
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2000 OPTION	NCRC EPOS Services & Ancillary Supplies FFP This CLIN 2000 is an Option that if exercised, represents a service/ancillary supply line item with a 3 year ordering period (17 December 2027 – 16 December 2030). The contractor shall perform in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC. FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2001 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2002 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2003 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2004 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2005 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				
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MAX
NET AMT

W900KK-20-R-0011

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	NCRC EPOS Services & Ancillary Supplies FFP Reserved. The purpose of this CLIN is to facilitate administration of the contract when building Task/Delivery Orders in the Government's Standard Procurement System (SPS). FOB: Destination PSC CD: D302				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Contract Data Requirements Lists FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 2007 represents requirements for the delivery of data in accordance with DD Form 1423, entitled Contract Data Requirements Lists, incorporated by reference at Section J as Exhibit A, Exhibit B and Exhibit C with a 3 year ordering period (17 December 2027 – 16 December 2030). The contractor shall perform in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), as further specified by Task/Delivery Orders issued under the NCRC EPOS MATOC and the individual CDRLs. FOB: Destination PSC CD: D302	1,000			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Contractor Manpower Reporting FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 2008 represents requirements for Contractor Manpower Reporting, in accordance with paragraph 3.16 of the NCRC EPOS Performance Work Statement (PWS-2019-044) and as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC, with a 3 year ordering period (17 December 2027 – 16 December 2030). FOB: Destination PSC CD: D302	1,000			

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	Contractor Acquired Property (CAP) FFP This CLIN is Not Separately Priced, and the Quantity of 1,000 is for contract administration purposes only. This CLIN 2009 represents requirements for Contractor Acquired Property, in accordance with the NCRC EPOS Performance Work Statement (PWS-2019-044), paragraph 3.31 and as further specified by individual Task/Delivery Orders issued under the NCRC EPOS MATOC, with a 3 year ordering period (17 December 2027 – 16 December 2030). FOB: Destination PSC CD: D302	1,000			

MAX
NET AMT

Section C - Descriptions and Specifications

C.1 PERFORMANCE WORK STATEMENT

The Government determined the NCRC EPOS Performance Work Statement (PWS) contains Export Controlled information. Therefore, the PWS for the NCRC EPOS MATOC is incorporated by reference at Section J as **Attachment 1** with the same force and effect as if set forth in full text.

C.2 ROLLING ADMISSIONS

C.2.1 The Government will conduct additional market research periodically after award of NCRC EPOS to determine if the vendor pool is adequate to maximize practicable competition and provide adequate opportunities for business.

C.2.2 It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for NCRC EPOS TOs to meet the Government's requirements. Immediately following any loss of Lot 2 SB set-aside members, the NCRC EPOS PCO in consultation with the Office of Small Business Programs will determine whether or not and to what extent to execute the open season rolling admission to ensure fair opportunity and the rule of two is maintained. Considerations will include maintaining competition in the pool, time remaining in the ordering period, and work forecasted for the pool.

C.2.3 The Government will also determine whether it would be in the Government's best interest to increase the number of Contractors eligible to compete for NCRC EPOS TOs to meet the Government's requirements.

C.2.4 The Government may initiate an open season to add additional Contractors to the NCRC EPOS MATOC at any time, subject to the following conditions.

C.2.4.1 An open season notice is published at beta.SAM.gov in accordance with FAR Part 5, Publicizing Contract Action;

C.2.4.2 An open season solicitation is issued under current Federal procurement law;

C.2.4.3 The solicitation identifies the total anticipated number of new contracts that ACC-Orlando intends to award;

C.2.4.4 Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation;

C.2.4.5 The award decision under the open season solicitation is based upon substantially the same evaluation Factors/Subfactors as the original solicitation;

C.2.4.6 An Offeror's proposal must meet all of the evaluation criteria of the original solicitation;

C.2.4.7 The terms and conditions of any resulting awards are materially identical to the existing version of the NCRC EPOS Pool under Lot 1 (Full and Open), and/or Lot 2 (Small Business Set-Aside); and,

C.2.4.8 The ordering period(s) described for any new awards shall coincide with the existing terms for all other Contractors, including option provisions, and shall end no later than **16 December 2030**.

C.2.5 Immediately upon admission, a Contractor is eligible to submit a proposal in response to any TO solicitation and receive TO awards with the same rights and obligations as any other Contractor.

C.2.6 Rolling Admissions are further described in the NCRC EPOS Ordering Procedures, incorporated by reference at Section J as Attachment 5.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TRMC, PEO-STRI, ACC or TRMC Customers designated at the Task Order/Delivery Order level and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the TRMC, PEO-STRI, ACC or TRMC Customers and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. W900KK-20-D-~~TBD~~, Task Order/Delivery Order ~~TBD~~. This may be confirmed by contacting the COR."

(End of clause)

Section E - Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE

E.1.1 Inspection and acceptance of the services or supplies to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or his/her duly authorized representative unless otherwise stated within individual delivery/task orders.

E.1.2 Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on an unconditional Wide Area Work Flow Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with Task/Delivery Order requirements.

E.2 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his/her duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an electronic Wide Area Work Flow Receiving Report.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
1000	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
2000	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A

2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

F.1 PERIOD OF PERFORMANCE

This Indefinite Delivery/Indefinite Quantity contract includes a total potential ordering period of up to 10 years. The ordering period dates will be specified in the Ordering Clause 252-216-7006 at time of contract award. The period of performance/ordering period below may be adjusted depending on actual date of contract award; contract award is expected for first quarter, Government Fiscal Year 2021. The period of performance/ordering period for this contract shall be as follows:

BASE PERIOD-

CLINs 0001 (including reserved CLINs 0002-0010): The ordering period shall be from 17 December 2020 through 16 December 2025. Individual Task/Delivery Orders will specify their respective periods of performance, which may not exceed 5 years.

OPTION 1-

CLINs 1000 (including reserved CLINs 1001-1009): These CLINs are OPTION CLINs. If exercised by the Government, the ordering period shall be from 17 December 2025 through 16 December 2027. Individual Task/Delivery Orders issued during this ordering period will specify their respective periods of performance, which may not exceed 5 years.

OPTION 2-

CLINs 2000 (including reserved CLINs 2001-2009): These CLINs are OPTION CLINs. If exercised by the Government, the ordering period shall be from 17 December 2027 through 16 December 2030. Individual Task/Delivery Orders issued during this ordering period will specify their respective periods of performance, which may extend not to exceed 12 months beyond the ordering period for these CLINs set forth in this section.

F.2 DELIVERY

Unless specified otherwise by individual Task/Delivery Orders, all items shall be delivered by the Contractor, F.O.B. Destination, all transportation charges prepaid, to the destinations specified and within the time periods specified in individual Task/Delivery Orders. The term "delivery" means successful completion of all requirements set forth in the contract, to include manufacturing/installation, inspection and acceptance, as specified. Delivery is considered complete upon execution of an unconditional DD Form 250, Material Inspection and Receiving Report for items requiring submission of a DD Form 250 through the Wide Area Work Flow (WAWF) system, and/or upon receipt of a second endorsement acceptance by the Procuring Contracting Officer (PCO), or PCO designated representative [e.g., Contract Specialist (CS), Contracting Officer Representative (COR), Alternate Contracting Officer Representative (ACOR)].

F.3 TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, to be incorporated by reference under individual Task/Delivery Orders, 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.

(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: As indicated on each DD 1423.

(1) PCO, Mr. Duane A. St. Peter, Code CCOR-CDD-B
duane.a.stpeter.civ@mail.mil

(2) Contract Specialist, Mr. David Hector, Code CCOR-CDD-B
david.b.hector.civ@mail.mil

(3) Contracting Officer Representative, Rolando Lopez, PEO STRI
rolando.lopez39.civ@mail.mil

(4) Alternate Contracting Officer Representative, TBD

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A

0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
1000	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
2000	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006

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52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

DFARS PGI 204.7108 Payment Instructions

(a) Scope. This section applies to contracts and orders that are funded by multiple accounting classification citations and -

- (1) Include deliverable line items or deliverable subline items (see FAR 4.1005-1) that are funded by multiple accounting classification citations;
- (2) Contain cost-reimbursement or time-and-materials/labor-hour line items; or
- (3) Authorize financing payments.

(b) For contracts and orders covered by this subpart:

- (1) the following link is provided:

https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/current/PGI204_71.htm#payment_instructions

See PGI 204.7108 Payment instructions for table at (b)(2).

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252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Receiving Reports and Separate invoices

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	W900KK
Admin DoDAAC**	TBD
Inspect By DoDAAC	W906ZL
Ship To Code	TBD at TO Level
Ship From Code	TBD at TO Level
Mark For Code	TBD at TO Level
Service Approver (DoDAAC)	W900KK
Service Acceptor (DoDAAC)	W906ZL
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	Not Applicable

WAWF email notifications. The Contractor shall enter the email addresses identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Name	Email	Phone	Job Title
Rolando Lopez	rolando.lopez39.civ@mail.mil	(407) 284-5241	COR: Inspector / Acceptor
TBD	TBD.civ@mail.mil	TBD	Alternate COR: Inspector / Acceptor
Duane A. St. Peter	duane.a.stpeter.civ@mail.mil	(407)-384-3889	KO: Acceptor
David B. Hector	david.b.hector.civ@mail.mil	(407)-384-3721	CS: Issue By View Only
Ricardo Colon Acevedo	ricardo.colonacevedo.civ@mail.mil	(407) 208-3008	CS: Issue By View Only

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Name	Email	Phone	Job Title
Ron Crowder	ronald.j.crowder.civ@mail.mil	(407)-208-3032	Group Administrator: (Primary)
Tom Bunch	thomas.j.bunch.civ@mail.mil	(407)-384-3792	Group Administrator (Alternate)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16 (Dev)	Preventing Personal Conflicts of Interest (AUG 2018) (Deviation 2018-00018)	AUG 2018
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 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
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	DEC 2019
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011

52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2019-O0003).	JAN 2019
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	AUG 2018
52.219-9 Alt II	Small Business Subcontracting Plan (AUG 2018) Alternate II	NOV 2016
52.219-13	Notice of Set-Aside of Orders	NOV 2011
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2019-O0003).	JAN 2019
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2019
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-44	Fair Labor Standards And Service Contract Labor Standards- Price Adjustment	MAY 2014
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-13 ALT I	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014) Alternate	OCT 2015

52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-14 ALT I	Acquisition of EPEAT -Registered Televisions -Alternate I	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.223-20	Aerosols	JUN 2016
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUL 2018
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995

52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7009	Organizational Conflict of Interest--Major Defense Acquisition Program	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	MAY 2019
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation 2018-O0007)	APR 2018
252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2019

252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7018 (Dev)	Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.246-7005	Notice of Warranty Tracking of Serialized Items	MAR 2016
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016

252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the **(N/A – No Contract Financing is Applicable)** day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$500,000,000.00;

(2) Any order for a combination of items in excess of \$500,000,000.00; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 16 December 2031 unless further extended pursuant with the clause at FAR 52.217-8, entitled Option to Extend Services.

(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. Earlier written notice to the Contractor may be provided at the discretion of the

Contracting Officer and the option may be exercised unilaterally to extend services prior to the 30 day notification period subject to the availability of funds.

(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 30 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 10 years and performance under the orders shall not exceed more than one year beyond the 10 year limit.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541519 - assigned to contract number W900KK-21-D-**TBD**.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **\$0.00** or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all

estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary	Wage-Fringe Benefits
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TO BE COMPLETED AS APPLICABLE ON INDIVIDUAL DELIVERY/TASK ORDERS

(End of clause)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014)

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

- (1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or
- (2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation

under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in

accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications **according to Agency instructions.**

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014)
ALTERNATE IV (JUN 1989)

(a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the

written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(5) The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed, and shall submit a description of the procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. **Submission of DD Form 882, Report of Inventions and Subcontracts.**

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
- (2) Performance of this contract is endangered by the Contractor's --
- (i) Failure to make progress or
- (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.
- (d) Title.
- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

- (i) Parts, materials, inventories, and work in process;
 - (ii) Special tooling and special test equipment to which the Government is to acquire title;
 - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and
 - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.
- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012) ALTERNATE III (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).
- (f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.
- (g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.
- (2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.
- (3) Each Contractor request for progress payment shall:
- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
 - (ii) Include any additional supporting documentation requested by the Contracting Officer.
- (h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) Reservations of rights.
- (1) No payment or vesting of title under this clause shall --
- (i) Excuse the Contractor from performance of obligations under this contract or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause
- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall

such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(n) The provisions of this clause will not be applicable to individual orders at or below the simplified acquisition threshold.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-25 PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any

perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, 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 (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

- (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible--
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number if applicable;
 - (iii) Affected line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
 - (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
 - (3) Place of performance of the services.
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
 - (5) Method of shipment or packing of supplies.
 - (6) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract, which exceeds \$2,000,000.00. Subcontractor(s) may submit cost and pricing data directly to the Government and shall provide the responsible Procuring Contracting Officer advance notice to arrange delivery.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE DETERMINED.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract, which exceeds \$2,000,000.00. Subcontractor(s) may submit cost and pricing data directly to the Government and shall provide the responsible Procuring Contracting Officer advance notice to arrange delivery.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TO BE DETERMINED.

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

Duane A. St. Peter
Branch Chief /Contracting Officer
U.S. Army Contracting Command – Orlando
Bravo Division
12211 Science Drive
Orlando FL, 32826-3224
Office: 407-384-3889
IPhone: 407-865-0682
FAX: 407-384-5248
duane.a.stpeter.civ@mail.mil

(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):

<https://www.acquisition.gov/content/regulations>

(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.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulations (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered defense information means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to--

- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.
- (c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items,

without alteration, except to identify the parties.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibesia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (c) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for

any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
TO BE DETERMINED	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
TO BE DETERMINED	

(If items are identified in the Schedule, insert ``See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 17 December 2020 through 16 December 2030.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) When an undefinitized Task/Delivery Order is contemplated the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit fixed-price or cost-and-fee proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for Task/Delivery Order definitization will be addressed at the Task/Delivery Order level.

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price ceiling or firm fixed price determined fair and reasonable by the PCO.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone, DSN 222-9832 or commercial (703) 692-9832.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL is/are incrementally funded. For this/these item(s), the sum of \$ TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s)

for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$ **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**

(month) (day), (year) \$ **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**
(month) (day), (year) \$ **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**
(month) (day), (year) \$ **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**
(month) (day), (year) \$ **TO BE DETERMINED AT TASK ORDER / DELIVERY ORDER LEVEL**

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the U.S. Army Contracting Command - Orlando under Contract No. **TO BE DETERMINED**.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the U.S. Army Contracting Command – Orlando.

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]: **TO BE DETERMINED.**

Government Remittance Address [include point of contact and telephone number]: **TO BE DETERMINED**

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTSLIST OF EXHIBITS & ATTACHMENTS

Pages Date

W900KK-20-R-0011 Base Contract

Exhibit A:	CDRLs	87	10-APR-2020
Exhibit B:	CDRLs	7	10-APR-2020
Exhibit C:	CDRLs	3	10-APR-2020
Attachment 1	NCRC EPOS IDIQ PWS	65	27-MAR-2020
Attachment 2	NCRC EPOS IDIQ QASP	7	27-MAR-2020
Attachment 3	NCRC EPOS IDIQ DSL (Document Summary List)	3	10-APR-2020
Attachment 4	{Reserved}		
Attachment 5	NCRC EPOS Ordering Procedures	53	7-FEB-2020

W900KK-20-R-0011-0001 NITC Task Order

Attachment 6	NITC Model Task Order	27	27-MAR-2020
Attachment 7	NITC PWS	6	27-MAR-2020
Attachment 8	NITC QASP	15	27-MAR-2020
Attachment 9	{Reserved}		
Attachment 10	NITC Government Rights in Technical Data	3	7-FEB-2020
Attachment 11	NITC DD 254 and Continuation Sheet	9	27-MAR-2020

Sample Charleston (CHS) Site Services Model Task Order

Attachment 12	Sample Charleston (CHS) Site Services Model Task Order	31	10-APR-2020
Attachment 13	{Reserved}		
Attachment 14	CHS PWS	31	10-APR-2020
Attachment 15	CHS QASP	16	27-MAR-2020
Attachment 16	NCRC Sample Range Event Schedule	54	30-MAR-2020
Attachment 17	CHS Government Rights in Technical Data	3	7-FEB-2020

Sample ITSM Model Task Order

Attachment 18	Sample ITSM Model Task Order	31	10-APR-2020
Attachment 19	{Reserved}		
Attachment 20	ITSM PWS	17	10-APR-2020
Attachment 21	ITSM QASP	16	27-MAR-2020
Attachment 22	{Reserved}		
Attachment 23	ITSM Government Rights in Technical Data	3	7-FEB-2020

Source Selection Documents

Attachment 24	NCRC EPOS Solicitation Comment Form	1	7-FEB-2020
Attachment 25	NCRC EPOS Distribution Agreement/GFI List	13	25-FEB-2020
Attachment 26	{Reserved}		
Attachment 27	NCRC EPOS Cyber T&E Event Scenario	3	7-FEB-2020
Attachment 28	NCRC EPOS Cyber Training Event Scenario	4	27-MAR-2020
Attachment 29	NCRC EPOS Closed Environment Challenges Scenario	3	7-FEB-2020

Attachment 30	NCRC EPOS Event Support Plan Outline	1	10-APR-2020
Attachment 31	NCRC EPOS Compliance Matrix	2	10-APR-2020
Attachment 32	NCRC EPOS List of Past Performance Contracts	2	27-MAR-2020
Attachment 33	NCRC EPOS Past Performance Questionnaire	5	7-FEB-2020
Attachment 34	NCRC EPOS Past Performance Questionnaire Cover Letter	1	27-MAR-2020
Attachment 35	NCRC EPOS Past Performance Contract Description	1	10-APR-2020
Attachment 36	NCRC EPOS Sample Consent Letter	1	7-FEB-2020
Attachment 37	NCRC EPOS Lot 1 Proposal Cost/Price Workbook	52 — 1610	17-APR-2020
Attachment 38	NCRC EPOS OEM or Non-OEM Declaration	2	7-FEB-2020
Attachment 39	NCRC EPOS DCMA Form 1620 Guaranty Agrmnt for for Corp Guarantor	4	7-FEB-2020
Attachment 40	NCRC EPOS DCMA Form 1619 Subordination Agreement	2	7-FEB-2020
Attachment 41	NCRC EPOS Lot 2 Proposal Cost/Price Workbook	70 — 1611	17-APR-2020
Attachment 42	NCRC EPOS DCMA Standard Form (SF) 1408	2	7-FEB-2020

The following attachments, if applicable, will be proposed by the Offeror in accordance with Section L and will be added to the basic contract as attachments upon award. These attachments will be renumbered, as appropriate, to be consistent with the other basic award attachments.

Attachment 43	Rate Sheet	X	TBD at Award
Attachment 44	Property Management System Plan	X	TBD at Award
Attachment 45	OCI Mitigation Plan	X	TBD at Award
Attachment 46	Small Business Subcontracting Plan	X	TBD at Award
Attachment 47	Small Business Participation Plan	X	TBD at Award

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision--Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of 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-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it (___) is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541519.

(2) The small business size standard is \$30,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

X (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

X (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representation. The Offeror represents that it [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [____] is, [____] is not an inverted domestic corporation; and

(2) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(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 nonresponsible.

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not

adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541519**.

(2) The small business size standard is **\$30,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

Listed End Product

ELECTRONICS

Listed Countries of Origin

CHINA
MALAYSIA

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

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

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

(End of provision)

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

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____ .

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--
CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR
TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (AUG 2018)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (DEVIATION 2018-O0015) (MAY 2018)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$2 million resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

[] (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

[] (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

[] (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is

not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[☐] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(☐) yes(☐) no

(End of provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

(☐) Yes (☐) No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS
(OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (SEP 2016)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at <http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx>.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

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

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.232-13	Notice Of Progress Payments	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest--Major Defense Acquisition Program	DEC 2010
252.215-7008	Only One Offer	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.239-7017 (Dev)	Notice of Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii)

showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

(3) Submission, modification, or revision, of proposals.

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

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

can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

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

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide data described below: **See Section L, Instructions to Offerors.**

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract resulting from this solicitation W900KK-20-R-0011. Delivery/Task orders to be issued under this contract may be Firm Fixed Price, Cost Plus Fixed Fee, Cost No Fee, or any other type deemed necessary by the Government.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government intends to award multiple contracts for the same or similar services or supplies, to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required. The estimated number of awards is 6 to 14 contracts, including award of up to 3 to 7 contracts to separate businesses under full and open competition and award of up to 3 to 7 contracts to separate small businesses for a Small Business Set-Aside. However, the Government reserves the right to award no contract at all in either or both pools, depending on the quality of the proposal(s) submitted and the availability of funds.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Duane A. St. Peter
Branch Chief /Contracting Officer
U.S. Army Contracting Command – Orlando
Bravo Division
12211 Science Drive
Orlando FL, 32826-3224
Office: 407-384-3889
IPhone: 407-865-0682
FAX: 407-384-5248
duane.a.stpeter.civ@mail.mil

In accordance with AFARS 5133.103(d)(4)(i), protests requesting an independent review at a level above the Contracting Officer will be handled by HQ AMC. Protests to HQ AMC shall be filed at:

Headquarters U.S. Army Materiel Command Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

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

(End of provision)

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

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

<https://www.acquisition.gov/content/regulations>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulations (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

INSTRUCTIONS TO OFFERORS

Introduction

This Section L takes precedence over any conflicting instructions found at FAR 52.215-1. The Government's solicitation W900KK-20-R-0011 provides the Offeror with the following elements: Sections A - M with Exhibits and Attachments incorporated at Section J. To facilitate locating documents contained within the solicitation all attachments are numbered sequentially. Attachments 1 – 5 will be incorporated at Section J of the contracts awarded to successful Offerors.

An awardable Task Order 0001 is described at Section J of the solicitation as Attachment 6. Attachments to Task Order 0001 are described sequentially at Section J of the solicitation as Attachments 7 – 11 with Attachment 9 marked as RESERVED. However, the solicitation Attachments 7 – 11 are described as Attachments 1 – 5 in Section J of Task Order 0001, and will be relabeled as Attachments 1-5 at time of award.

Two unawardable sample Task Orders that will be used for evaluation purposes only are included at Section J as Attachment 12 for Lot 1 (Full-and Open) and Attachment 18 for Lot 2 (Small Business Set-Aside). The Sample Charleston (CHS) Site Services Model Task Order at Attachment 12 includes Attachments 13 – 17 with Attachment 13 marked as RESERVED in Section J. The sample Information Technology System Management (ITSM) Task

Order at Attachment 18 includes Attachments 19 – 23 with Attachments 19 and 22 marked as RESERVED in Section J.

Additional attachments to the solicitation are necessary to conduct a source selection. They are located at Section J as Attachment 24 through Attachment 42.

Exhibits A – C shall be incorporated in the contract(s) at Section J. Each order placed shall specify which of the Contract Data Requirements Lists (CDRLs) at Exhibit A – C are applicable to the order and therefore are incorporated by reference. At the order level an “Exhibit Supplement” shall describe differences between the CDRLs incorporated at Section J of the contract(s), and requirements under an order. For example, revised markings, mailing addresses and any other change required for performance under the order.

New CDRL(s) for work that is within the scope of the NCRC EPOS contract may be created when placing orders and incorporated at Section J of the contract, or if unique to an order incorporated at Section J of the order.

Offerors are advised that the costs of any response to, or other costs incurred as a result of responding to this solicitation, are at the Offeror’s own risk. Any costs incurred in preparing a response to this solicitation, may be attributable to Bid and Proposal (B&P) overhead costs, but may not be directly charged to any resulting awarded contract. B&P costs for this solicitation are costs covered by CAS 420/FAR 31.205-18.

L.1 Program Structure, Definitions and Objectives

L.1.1 Program Structure

This National Cyber Range Complex (NCRC) Event Planning, Operations, and Support (EPOS) procurement is being conducted under Federal Acquisition Regulation (FAR) Part 15, entitled Contracting by Negotiation. The selected contract vehicle type is a Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) Task Order Contract (MATOC) for the procurement of services and ancillary products to be competed among companies under North American Industry Classification System (NAICS) code 541519 (Other Computer Related Services) with a size standard of \$30 million. This U.S. industry comprises establishments primarily engaged in providing computer related services (except custom programming, systems integration design, and facilities management services). Establishments providing computer disaster recovery services or software installation services are included in this industry.

L.1.2 Definitions

L.1.2.1 “Subcontract” means any contract as defined in FAR Subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

L.1.2.2 “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. This includes, but is not limited to, a transfer of commercial items between divisions, subsidiaries, or affiliates of a contractor or subcontractor.

L.1.3 Objectives

L.1.3.1 This acquisition will result in award of contracts to the successful Offerors selected through competition. This MATOC has a total potential ordering period up to 10 years that include a base ordering period (5 years), and 2 options for ordering periods consisting of a 2-year ordering period and a 3-year ordering period.

L.1.3.2 Quantity limits for the NCRC EPOS MATOC are stated in terms of dollar value. The maximum quantity of \$2.415 billion is the amount the Government anticipates to order for all NCRC EPOS requirements during the ordering period. To bind the contracts, a guaranteed minimum will be satisfied in accordance with FAR

16.504(a)(1) for each NCRC EPOS IDIQ contract holder through the award of Task Orders for the National Cyber Range Complex Innovation and Technology Council (NITC) requirement included at Section J Attachment 7.

L.1.3.3 Award Date: The anticipated award date for this requirement is **17 December 2020**.

L.1.3.3.1 This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations. Successful Offerors that receive an award shall not be entitled to an equitable adjustment in contract price in the event the Government awards NITC Task Order 0001 before or after the anticipated award date.

L.1.3.3.2 For proposal evaluation purposes Offerors shall prepare their proposals assuming a NCRC EPOS MATOC ordering period and NITC Task Order 0001 period of performance (PoP) start date of **17 December 2020**. Ordering period dates under the MATOC, as well as the PoP and all associated delivery dates under the NITC order are subject to change in the event the award is made prior to or after **17 December 2020**. Dates may be adjusted accordingly.

L.1.4 Key Dates

Solicitation Release Date:	21 February 2020
Requests for Technical Data Deadline:	25 February 2020
Solicitation Question Window 1 Due Date:	17 March 2020
Pre-Proposal Conference Date:	Cancelled
Solicitation Amendment Posted to Address Questions:	27 March 2020
Solicitation Question Window 2 Open:	31 March 2020
Solicitation Question Window 2 Due Date:	3 April 2020
Solicitation Amendment Posted to Address Questions:	10 April 2020
Proposal Submittal Date:	27 April 2020, no later than 1:00 p.m. Eastern
Contract Award Date:	~17 December 2020
Post Award Conference:	~19 January 2021

Dates provided above preceded by an “~” represent an estimated date.

L.1.5 Proposal Validity

The proposal shall be valid for not less than 365 calendar days after the proposal submission date documented in Block 9 of the Standard Form 33 (SF 33).

L.1.6 Points of Contact

The Procuring Contracting Officer (PCO) for this solicitation is Mr. Duane A. St. Peter:

U.S. Army Contracting Command – Orlando	Office: (407) 384-3889
ATTN: Duane A. St. Peter, Contracting Officer	Email: duane.a.stpeter.civ@mail.mil
Bravo Division (CCOR-CDD-B)	
W900KK-20-R-0011	
12211 Science Drive	
Orlando FL, 32826-3224	

The ACC-ORL Contracting Center point of contact (POC) for this solicitation is Mr. David B. Hector:

U.S. Army Contracting Command – Orlando	Telephone: (407) 384-3721
ATTN: David B. Hector, Contract Specialist	Email: david.b.hector.civ@mail.mil
Bravo Division (CCOR-CDD-B)	
W900KK-20-R-0011	
12211 Science Drive	

Orlando FL, 32826-3224

The Contracting Center alternate point of contact (APOC) for this solicitation is Mr. Ricardo Colón Acevedo:

U.S. Army Contracting Command – Orlando
ATTN: Ricardo Colón Acevedo, Contract Specialist
Bravo Division (CCOR-CDD-B)
W900KK-20-R-0011
12211 Science Drive
Orlando FL, 32826-3224

Telephone: (407) 208-3008
Email: ricardo.colonacevedo.civ@mail.mil

THE PCO, MR. DUANE A. ST. PETER, (407) 384-3889, AND THE DESIGNATED CONTRACT SPECIALISTS (POC AND APOC) AS LISTED HEREIN ARE THE SOLE GOVERNMENT POINTS OF CONTACT FOR THIS SOLICITATION.

L.1.7 General Guidance

L.1.7.1 This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. The Offeror shall not submit additional proposal information that is not specifically requested by this solicitation. Such additional proposal information will not be considered during the evaluation process. The Offeror's proposal shall be compliant with these submission instructions (Section L) and shall meet requirements as stated for NCRC EPOS.

L.1.7.2 In presenting material in their proposal, Offerors are advised that quality of information is more important than quantity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Elaborate brochures or presentations, detailed art work and other documents beyond that sufficient to present a complete and effective proposal are unnecessary and are not desired.

L.1.7.3 The proposal shall be specific, detailed and complete as to clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements.

L.1.7.4 The proposal should not simply rephrase or restate the Government's requirements, but rather, shall provide convincing rationale to address how the Offeror intends to meet the NCRC EPOS requirements. Paraphrasing the Performance Work Statement(s) or parts thereof is inadequate, as are phrases such as "standard procedures will be employed" or "well-known techniques will be used."

L.1.7.5 Clarity and readability are very important. The Government will not infer meanings from vague or ambiguous language. Statements that the prospective Offeror understands, can or will comply with the specifications are considered inadequate and unsatisfactory. Mere reiteration of the requirement or standard reference material is discouraged and may be considered inadequate and non-compliant. It is the Offeror's responsibility to present enough information to be meaningfully evaluated without discussions.

L.1.7.6 Offerors must assume any data they have previously submitted in response to another solicitation, whether to: Department of Defense Test Resource Management Center (TRMC), the Program Executive Office for Simulation, Training and Instrumentation (PEO STRI), Project Manager Cyber, Test, and Training (PM CT2) [previously known as Project Manager Instrumentation, Targets, Threat Simulators, and SOF Training Systems (PM ITTS)], U.S. Army Contracting Command – Orlando (ACC-ORL), or another agency should be assumed unavailable during this proposal evaluation and source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source. Any references to sources not provided with an Offeror's proposal will not be considered.

L.1.8 Offerors shall assume that the Government has no prior knowledge of their facilities and experience. The Government will base its evaluation on only the information presented in the Offeror's proposal and information received in support of the past performance evaluation. The use of hyperlinks in any document that link to material outside of that document is prohibited. The Government will not assume that an Offeror has proposed anything that is not expressly stated in its proposal.

OFFERORS ARE HEREBY ON NOTICE THAT THE GOVERNMENT WILL PERFORM AN INITIAL ASSESSMENT OF ALL OF THE PROPOSALS RECEIVED FOR COMPLIANCE WITH THE SOLICITATION REQUIREMENTS. A FAILURE TO SUBMIT ALL THE REQUIRED DOCUMENTATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) SPECIFIED IN THE SOLICITATION MAY CONSTITUTE A BASIS FOR THE GOVERNMENT TO REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE UNEVALUABLE AND MAY BE ELIMINATED FROM THE COMPETITION WITHOUT FURTHER EVALUATION, AT THE SOLE DISCRETION OF THE PROCURING CONTRACTING OFFICER

L.1.9 General Instructions

L.1.9.1 Submission of the digital proposal is due in accordance with paragraph **L.1.4**. The Government may issue one or more Solicitation Amendment(s) prior to the deadline for final proposal submissions based upon the questions received. However, the Government does not anticipate that the closing date for receipt of offers will be extended.

L.1.9.2 If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale. Use of e-mail for PCO notification citing the solicitation number in the subject line is encouraged when a discrepancy is noted. A courtesy copy of all e-mail correspondence submitted to the PCO regarding discrepancies shall be provided to the POC and APOC. Please follow the e-mail with an immediate telephone call to the POC, APOC, or PCO. Upon receipt of this notification, the Government will provide a written response as soon as practicable.

L.1.9.3 Offerors shall not make any changes to the solicitation. Any objections to the terms and conditions of the solicitation should be addressed to the Contracting Officer prior to the Proposal Submittal Date. The Offeror shall identify any exceptions to the terms and conditions set forth in this solicitation, the remedy sought and the impact if the Government does not concur with the exceptions. The Offeror shall advise of any exceptions filed by their subcontractors and the Offeror's resolution of the exceptions. The Government does not envision any changes to the terms and conditions and any changes proposed to the terms and conditions will not be accepted or made.

L.1.9.4 Questions and comments regarding the solicitation shall be submitted in writing using the **NCRC EPOS Solicitation Comment Form**, listed at **Section J as Attachment 24**. A separate NCRC EPOS Solicitation Comment Form shall be submitted for each question or comment.

L.1.9.4.1 If an Offeror perceives a question/comment may reveal proprietary or protected information, it must clearly mark the subject sentence or paragraphs and notify the Government that it considers the information proprietary. If the Government does not agree the information is proprietary the Government may choose not to respond to the question/comment.

L.1.9.4.2 If the Government deems one or more questions or comments are appropriate, the question(s)/comment(s) and a Government response will be published through the issuance of an update to the solicitation announcement prior to the deadline for final proposal submissions provided those questions are received by the due dates outlined in Paragraph **L.1.4**. Questions and/or Comments that result in a change to the solicitation shall be published to beta.SAM.gov as an amendment to the solicitation.

L.1.9.4.3 Offerors shall submit questions and comments regarding this solicitation by electronic mail addressed to all three POCs identified in Paragraph **L.1.6** citing the solicitation number W900KK-20-R-0011 in the subject line.

L.1.9.4.4 Questions or comments may not be submitted via e-mail if the content reveals technical data that may be considered Export Controlled. Please submit Export Controlled related questions via DoD Secure Access File Exchange (SAFE) (<https://safe.apps.mil/>) provided that the files are unclassified. Offerors without Common Access Card (CAC) access will need to email ricardo.colonacevedo.civ@mail.mil and david.b.hector.civ@mail.mil to request a "Drop-off" link.

L.1.9.4.5 Questions and Comments received after the due dates outlined in Paragraph **L.1.4** may not be answered prior to proposal submission or at all. Questions that are received after the first question window closes and before the second window opens will not be considered. Offeror's are encouraged to review the contents of the Government's answers to the questions before submitting any additional questions in the second question window. Accordingly, Offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal preparation cycle.

IN THE EVENT OF ANY CONFLICT BETWEEN THE RESPONSE TO QUESTIONS/COMMENTS AND THE SOLICITATION, THE SOLICITATION (INCLUDING ANY AMENDMENTS) SHALL TAKE PRECEDENCE.

L.1.9.5 The Offerors shall ensure that each proposal Volume submitted contains only the information relevant to that specific Volume. The Offerors are cautioned that each Volume of the proposal is evaluated stand-alone against the criteria set forth in Section M of the solicitation and the evaluators for one Volume may be different than the evaluators of another Volume. It is incumbent upon the Offerors to ensure they properly submit their proposals. If the data is not contained in the appropriate Volume of the proposal it will not be evaluated.

L.1.9.6 The Government may reject any proposal that is evaluated to be unachievable in terms of program commitments and technical capability, including contract terms and conditions.

L.1.9.7 The successful Offeror will be required to comply with all aspects of the requirements documents for the NCRC EPOS contract, and Task Order 0001 for NITC resulting from this solicitation. Features offered beyond the requirements of this solicitation that are determined to be beneficial to the Government may be incorporated into the resultant contract/order and may result in an amendment to the PWS and other requirement documents for the contract/ order.

L.1.10 Government Furnished Information (GFI)

L.1.10.1 In support of proposal preparation, Offerors may submit a request to obtain Export Controlled / Controlled Unclassified Information (CUI) such as Performance Work Statements, Government provided Technical Data and other documents on the **GFI List**. The deadline for the initial request is **25 February 2020**: establishment of a date is intended to streamline the delivery of documents when requested. Requests will be honored after **25 February 2020**.

L.1.10.1.1 To obtain the GFI, all Offerors shall complete a **NCRC EPOS Distribution Agreement** (see **Section J, Attachment 25**). All initials and signatures on the **NCRC EPOS Distribution Agreement** must be hand-written: typed entries will be considered non-compliant and the document will not be processed.

L.1.10.1.2 Offerors shall submit the completed **NCRC EPOS Distribution Agreement** to the POCs identified in Sections **L.1.6**, with the solicitation number in the subject line. The email shall also include a copy of the Offeror's current **DD Form 2345** that has been approved by the Defense Logistics Agency Joint Certification Program (DLA JCP).

L.1.10.1.3 The Government intends to distribute GFI electronically via **DoD SAFE** to the Data Custodian named in Block 3a on the Offeror's current DD Form 2345 that has been approved by (DLA JCP). The GFI will be delivered to the e-mail address listed in Block 3d on the DD Form 2345.

L.1.10.1.4 The Offeror's Data Custodian may appoint one person as an Alternate Data Custodian. Only the Requesting U.S. Department of Defense (DoD) Contractor Authorized Technical Point of Contact (POC), or

Alternate Requesting U.S. DoD Contractor Authorized POC named on the **NCRC EPOS Distribution Agreement** may be appointed as an Alternate Data Custodian. A written notice of the appointment shall be provided by the Data Custodian via e-mail to the POCs identified at **L.1.6** when the request for GFI is submitted with the **NCRC EPOS Distribution Agreement** and **DD Form 2345** attached. When an Alternate Data Custodian is identified by name, an e-mail address and telephone number must be provided. The GFI will only be distributed to the designated alternate.

L.1.10.1.5 The Government will only disseminate GFI to the Offeror. The Offeror is the prime contractor that intends to sign the Standard Form 33 in Block 17 and submit its proposal to the Government.

L.1.10.1.6 The Offeror shall be responsible for managing the GFI in accordance with the **NCRC EPOS Distribution Agreement**. The Offeror may obtain Government approval to release the GFI to subcontractors. To obtain approval, the Offeror must submit a copy of the subcontractor's current DD Form 2345 that has been approved by DLA JCP. A request for approval to release GFI to subcontractors shall be submitted at the same time the Offeror submits their own **NCRC EPOS Distribution Agreement** and **DD Form 2345**. The e-mail request to release GFI must include a complete list of subcontractors at all levels/tiers.

L.1.10.1.7 The Offeror must flow down a copy of their approved NCRC EPOS Distribution Agreement to each subcontractor that will receive GFI when distributing documents referenced in the agreement. Subcontractors at all levels shall comply with the terms and conditions in the NCRC EPOS Distribution Agreement. The Offeror's Data Custodian/Alternate Data Custodian shall be responsible for distributing GFI and a copy of the approved **NCRC EPOS Distribution Agreement** to subcontractors.

NOTE: EXPORT CONTROLLED TECHNICAL DATA MAY NOT UNDER ANY CIRCUMSTANCE BE DISTRIBUTED VIA E-MAIL.

L.1.10.1.8 The GFI available for proposal preparation is to be provided by the Government as a courtesy and is made available only for those approved Offerors and subcontractors that wish to utilize it for proposal assistance. The Government will not guarantee that the data made available represents the most recent version or that it conveys a complete system, subsystem or architecture. Offerors shall not assume or expect that any data provided constitutes technical direction on the part of the Government. This information is provided only for the purpose of assisting Offerors in gaining a better understanding from a technical perspective. The Government will not accept responsibility for any errors or misleading assumptions proposed by the Offerors from information derived from the GFI.

L.1.10.2 Security Clearance Requirements

Contractor employees working under the resultant contracts/orders must have, at a minimum, Secret Security Clearance issued by the U.S. Government. Orders placed under each contract may require clearances for Top Secret/Sensitive Compartmentalized Information (TS/SCI); specific security clearance requirements shall be identified in the associated Performance Work Statement (PWS) and DD Form 254, entitled Department of Defense (DoD) Contract Security Classification Specification. Some of the efforts under this contract are subject to International Traffic in Arms Regulation (ITAR), and are export controlled. Therefore, this acquisition is restricted to responsible U.S. DoD contractors only.

L.1.11 Classified Information

Classified information shall not be provided in this solicitation or in any Government Furnished Information (GFI) provided under this solicitation. Classified information is not required in the Offeror's proposal, or any response to this solicitation, nor shall it be submitted. Additionally, each page of the technical volume shall be marked "Unclassified/For Official Use Only".

L.1.12 Discussions and Competitive Range Approaches

L.1.12.1 In accordance with FAR Clause 52.215-1, entitled Instructions to Offerors – Competitive Acquisition, the Government may evaluate proposals and make awards without conducting discussions with Offerors (except Clarifications as described in FAR Subpart 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms.

L.1.12.2 If the Source Selection Authority (SSA) determines that discussions are necessary, then a competitive range will be established by the PCO before entering into discussions.

L.1.12.3 Discussion format (written, face-to-face, or teleconference), is at the sole discretion of the Contracting Officer. If discussions are conducted face-to-face, or via teleconference, the PCO will schedule the discussion sessions, and each Offeror will be notified of the time and place at least five (5) business days prior to their discussion session. The PCO will provide additional instructions with the notification. Discussions may take place at a facility of the Government's choosing in Orlando, Florida.

L.1.13 Determination of Competitive Range

L.1.13.1 Proposals shall be evaluated in accordance with FAR 15.305(a), and, if discussions are to be conducted, establish the competitive range. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer shall establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to paragraph (c)(2) of this section.

L.1.13.2 After evaluating all proposals in accordance with FAR 15.305(a) and FAR 15.306(c)(1), the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Pursuant with FAR 52.215-1(f)(4)), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals (10 U.S.C. 2305(b)(4) and 41 U.S.C. 3703).

L.1.14 Debriefings

The PCO will promptly notify Offerors of any decision to exclude them from the competitive range in accordance with FAR 15.503(a), whereupon they may request and receive a debriefing in accordance with FAR 15.505. Upon award of the NCRC EPOS contracts and NITC Task Order 0001, the PCO will notify unsuccessful Offerors in the competitive range of the source selection decision in accordance with FAR Subpart 15.503(b). Upon such notification, unsuccessful Offerors may request and receive a debriefing in accordance with FAR 15.506. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or FAR 15.506, as applicable. Debriefing format is at the sole discretion of the Contracting Officer. Debriefings may take place at a facility of the Government's choosing in Orlando, Florida.

L.1.15 Use of Non-Government Advisors During Source Selection

Offerors are advised that employees of the firms identified below may serve as Non-Government Advisors in the source selection process. These individuals will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition unless the Contracting Officer has determined the possibility of an actual or potential Organization Conflict of Interest (OCI) has been mitigated.

L.1.15.1 In accomplishing their duties related to the source selection process, the aforementioned Firms may require access to proprietary information contained in the Offerors' proposals. Therefore, pursuant to FAR 9.505-4, these Firms must execute an agreement with each Offeror that states that they will (1) protect the Offerors' information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each Offeror must contact the points of contact for each company listed below at **L.1.15.1.1** and **L.1.15.1.2** to affect

execution of such an agreement prior to the submission of proposals. Each Offeror shall submit copies of the agreement with their proposal.

L.1.15.1.1 Systems Engineering and Technical Assistance (SETA) Support Contractor Personnel.

COLSA Corporation
6728 Odyssey Drive
Huntsville, AL 35806-3302

Mr. Tim Magnusson
Director of Contracts
Email: tmagnusson@colsa.com
Phone: 256-964-5276

L.1.15.1.2 Federally Funded Research and Development Center Personnel.

MITRE Corporation
7525 Colshire Drive
McLean, Virginia 22102-7539
(703) 983-6000

Mr. Robert A. Orlosky, Jr.
Contracts Manager
Email: rorlosky@mitre.org
Phone: 703-983-7622

NOTE: This requirement shall flow down to all Subcontractors.

L.1.15.2 Submission of an offer shall constitute consent to the disclosure of proprietary information to the non-government advisors participating in the source selection. If the Offeror is not willing to provide this consent, written notification to the PCO is required no later than **15 days** prior to the proposal delivery date.

L.1.16 Financial Responsibility

DCAA may be requested to perform a Financial Capability Risk Assessment for the Prime Offeror. The Prime Offeror must be deemed financially responsible by the Contracting Officer.

L.1.17 Proposal Submission

L.1.17.1 Given the COVID-19 National Emergency and widespread stay-at-home orders in affect around the country, proposals are to be submitted via **DoD SAFE (<https://safe.apps.mil/>)**. Only unclassified documents can be sent via DoD SAFE. **Offerors without CAC cards will need to email ricardo.colonacevedo.civ@mail.mil and david.b.hector.civ@mail.mil to request a “Drop-off” link. The “Drop-off” cannot be requested earlier than 14 days before the proposal submission date outlined in paragraph L.1.4. When submitting proposals in DoD SAFE, the offeror shall include each of the points of contact within L.1.6 on the transmission.**

L.1.17.2 When transmitting proposals to the Government via DoD SAFE, each volume shall be included in a separate zip folder. To the extent possible, all volumes shall be sent to the Government as part of a single DoD SAFE transmission. If the size of the proposal exceeds the 8 GB or 25 file limits specified in DoD SAFE, multiple transmissions will be acceptable. In all cases, Offerors shall include in the “Short note to Recipients” box within the DoD SAFE transmission a note substantially similar to: “XYZ Corp, Lot 1 Proposal, Transmission 1 of 1”.

L.1.17.3 Offerors should ensure that they select the box to “Send me an email when each recipient picks up the files” within DoD SAFE. In addition, upon having sent the proposal via DoD SAFE, offerors shall send an email addressed to the points of contact in paragraph **L.1.6** notifying them that the proposal has been submitted, and citing the number of DoD SAFE transmissions it took to transmit the entire proposal.

L.1.17.4 Offerors shall be responsible for submitting complete proposal packages containing all components of the proposal inclusive of any team member or subcontractor proposal information.

L.1.17.4.1 Pricing data, or other information which may be considered proprietary by joint venture partners, or subcontractors shall be submitted with the Prime contractor’s proposal. A joint venture partner, or subcontractor proposal may be submitted directly to the Government in accordance with the procedures outlined above in paragraphs **L.1.17.1**, **L.1.17.2**, and **L.1.17.3**.

L.1.17.4.2 Please note that failure of a joint venture partner, or subcontractor to submit proposal information in accordance with the date and time deadlines and the manner specified in the solicitation may result in a non-compliant determination of the Offeror’s entire proposal.

L.1.17.5 Multiple offers or alternative offers will not be accepted. However, eligible Offerors may submit a separate proposal in both the unrestricted Lot 1 (Full-and-Open) and restricted Lot 2 (Small Business Set-Aside). Additionally, Offeror’s are permitted to submit a proposal as a prime contractor under either lot, and to partner with another Offeror serving as their subcontractor under either lot.

L.1.18 Proposal Volumes

The NCRC EPOS MATOC will be comprised of two distinct Lots. Accordingly, this solicitation contains proposal instructions required for all Offerors, as well as specific instructions for each Lot and its respective proposal Volumes.

Differences between the two Lots are annotated by **FULL-AND-OPEN LOT 1 ONLY** or **SMALL BUSINESS SET-ASIDE LOT 2 ONLY** by applicable paragraph. If a paragraph is not designated as **FULL-AND-OPEN LOT 1 ONLY**, or **SMALL BUSINESS SET-ASIDE LOT 2 ONLY**, then the paragraph applies to both Lots.

Offerors that are eligible and plan to compete for an award in both the unrestricted Lot 1 (FULL-AND-OPEN) and restricted Lot 2 (SMALL BUSINESS SET-ASIDE) must submit a separate proposal for each Lot. Each digital proposal shall clearly be identified by annotating **FULL-AND-OPEN LOT 1** or **SMALL BUSINESS SET-ASIDE LOT 2** on the Cover Sheet/Title Page of each proposal Volume and in the header of each page.

L.1.18.1 Volume Submissions

FULL-AND-OPEN LOT 1 ONLY - BEGIN

L.1.18.1.1 The Offeror’s proposal shall consist of five (5) Volumes:

- Volume I – Technical
- Volume II – Past Performance
- Volume III – Small Business Participation
- Volume IV – Cost/Price
- Volume V – Administrative Information

FULL-AND-OPEN LOT 1 ONLY – END

SMALL BUSINESS SET-ASIDE LOT 2 ONLY - BEGIN

L.1.18.1.2 The Offeror's proposal shall consist of four (4) Volumes:

- Volume I – Past Performance
- Volume II – Technical
- Volume III – Cost/Price
- Volume IV – Administrative Information

SMALL BUSINESS SET-ASIDE LOT 2 ONLY – END

L.1.18.2 Written Proposal Submission Requirements

L.1.18.2.1 All information shall be confined to the appropriate proposal Volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each Volume of the proposal shall consist of a Cover Sheet/Title Page; Changes Page; Table of Contents with lists of Tables and Figures; a Volume specific evaluation factor narrative content; and, a Glossary of Abbreviations and Acronyms (unless otherwise noted). Additional information concerning proposal Volume unique content is described in the volume details that begin at **L.2** below.

L.1.18.2.2 Each Volume shall be submitted as a digital copy only (no hardcopies). Any pages that are changed (as a result of proposal modification/revision or negotiations) shall be clearly marked by a vertical line in the right margin of the page. The modified/revised pages shall be dated. The modification/revision date for pages that are changed shall correspond with the date information entered on the Volume Changes Page. When Offerors incorporate modifications/revisions care must be taken not to exceed page limits for the proposal Volumes.

L.1.18.2.2.1 Offerors will be strictly held to Volume page count limits. If a page count limit is exceeded, the excess pages will not be read or considered in the evaluation of the proposal.

L.1.18.2.2.2 Please take note of the page limitation for written responses to the Cyber Test and Evaluation (T&E) Sample Event Scenario, the Cyber Training Sample Event Scenario, and the Sample Closed Environment Challenges Scenario (maximum 15 pages each).

L.1.18.2.3 If Evaluation Notices (ENs) are issued by the Government, then page limitations will be placed on responses. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offerors.

L.1.19 Page Limitation Requirements

FULL-AND-OPEN LOT 1 ONLY - BEGIN

L.1.19.1 The following Volumes of material shall be submitted:

<u>VOLUME TITLE</u>	<u>DIGITAL COPIES</u>	<u>MAXIMUM PAGES</u>
Volume I – Technical	1	45*
Volume II – Past Performance	1	50
Volume III – Small Business Participation	1	Unlimited
Volume IV – Cost/Price	1	Unlimited
Volume V – Administrative Information	1	Unlimited

*45 pages include written responses to the Cyber Test and Evaluation (T&E) Sample Event Scenario, the Cyber Training Sample Event Scenario, and the Sample Closed Environment Challenges Scenario (maximum 15 pages each).

FULL-AND-OPEN LOT 1 ONLY – END

SMALL BUSINESS SET-ASIDE LOT 2 ONLY - BEGIN

L.1.19.2 The following Volumes of material shall be submitted:

<u>VOLUME TITLE</u>	<u>DIGITAL COPIES</u>	<u>MAXIMUM PAGES</u>
Volume I – Past Performance	1	50
Volume II – Technical	1	40
Volume III – Cost/Price	1	Unlimited
Volume IV – Administrative Information	1	Unlimited

SMALL BUSINESS SET-ASIDE LOT 2 ONLY - END

L.1.20 Document Format Requirements

L.1.20.1 Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Document pages shall be single spaced with portrait orientation except when incorporating foldout pages, as authorized, or when incorporating a Government provided template that is incorporated via Attachment to this solicitation, which may be incorporated in its native format. It is the Government's desire for the content of each Proposal Volume to consist of a singular PDF file that consists of the main body of their response for that Volume with the exhibits, appendices, annexes, and other attachments added as separate files, in their native format. Each paragraph shall be separated by at least one blank line. Arial font is required and a 12-point minimum font size applies. Tables, charts, diagrams, drawings, figures, graphs, illustrations, headers, footers, captions, and schematics may use a reduced font size of no less than 10-point font size.

L.1.20.2 Each Volume shall be clearly identified and shall begin at the top of a page. All pages of each Volume shall be numbered sequentially (X of Y) and shall contain the company name, date and solicitation number (W900KK-20-R-0011) in the header and/or footer. Each file shall use the following page setup parameters, unless otherwise noted:

Margins – Top, Bottom, Left, Right – 1”
Gutter – 0”
From Edge – Header, Footer 0.5”
Page Size, Width – 8.5”
Page Size, Height – 11”

L.1.20.3 Legible tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics may be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. However, each 11” x 17” page counts as two (2) pages.

L.1.20.4 Each proposal Volume may contain no more than three (3) “foldout” pages. The 11” x 17” foldout pages may only be used for large tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics; not for pages of text. Foldout pages may use landscape orientation. Font sizes described at **L.1.20.1** apply to foldouts. There is no limitation to foldout pages included in the cost/price volume.

L.1.20.5 Cross Referencing Between Volumes

Each Volume shall be written on a stand-alone basis. Information required for proposal evaluation that is not found in its designated Volume will be assumed to have been omitted from the proposal. For purposes of the technical volume, each of the three subfactor scenarios shall stand on their own merit and shall not cross reference between one another.

L.1.20.6 Additional Formatting Considerations

L.1.20.6.1 All price breakdown information to aid in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2013.

L.1.20.6.2 To the extent practicable, do NOT* submit any documents in PDF format that are copied as “images.” When creating PDF and Microsoft Office files, always create to enable textual search and copy functions. Self-extracting .exe files are not acceptable.

***Note:** For those documents requiring signature, a “.pdf” of the signed document shall be scanned and filed in the appropriate Volume.

L.1.20.7 General Volume Content Requirements

L.1.20.7.1 The proposal shall consist of Volumes I through Volume V for all Offerors competing under the unrestricted Lot 1 (Full and Open). Proposals submitted by Offerors competing under the restricted Lot 2 (Small Business Set-Aside) shall consist of Volume I through Volume IV. All information shall be confined to the appropriate Volume.

L.1.20.7.2 Apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

L.1.20.7.3 All pages (except where specified in the Administrative Information Volume), shall be marked: “SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104” in the footer. Additionally, each page of the technical volume shall be marked “Unclassified/For Official Use Only”. Additional data use restrictions shall be located in the header/footer area of each page where applicable.

L.1.20.7.4 Cost/Price information shall be contained ONLY in the Cost/Price Volume, or specific documents requiring completion for the Administrative Information Volume and Small Business Participation Volume as required in these submission instructions.

L.1.20.7.5 In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one digital copy of all proposals in the Paperless Contract File (PCF).

L.1.21 Electronic Offers

L.1.21.1 It is the Government’s desire for the content of each Proposal Volume to consist of a singular PDF file that consists of the main body of their response for that Volume with the exhibits, appendices, annexes, and other attachments added as separate files, in their native format. All files shall be clearly identified with a filename appropriate to the content (e.g., Volume-1_Technical_Appendix-A).

L.1.21.2 All files transmitted to the Government as part of the proposal shall be directly supported by: MS Office 2013 Suite (MS Word 2013, MS Excel 2013); MS Project 2013; Visio; Adobe Acrobat 9.0 or later, and verified to be free of any virus or malware.

- **Word documents – Set "Save as type" to "Word Document (*.docx)" only.**
- **Excel spreadsheets – Set "Save as type" to "Microsoft Excel Workbook (*.xlsx)."**
- **Microsoft Project - There are no special "save" functions required.**

L.1.21.3 Security permissions on the ".xlsx" and ".docx" files shall be set to allow the Government to select, copy, paste, and print text and graphics. Files may not be compressed.

L.1.21.4 An example of the Government's desired file format for a Lot 1 Offeror's Technical Volume would consist of a single zipped folder within the DoD SAFE transmission that includes four separate artifacts. For purpose of this example, the contents of the Lot 1 Technical Volume as articulated in Paragraph L.2.2 are as follows:

- Cover Sheet/Title Page
- Changes Page
- Table of Contents with lists of Tables and Figures
- Factor 1 - Technical
- Glossary of Abbreviations and Acronyms
- Appendix A: NCRC EPOS Compliance Matrix
- Appendix B: Technical Data Assertions
- Appendix C: Miscellaneous Technical Agreements

The first artifact would consist of a PDF document containing the Cover Sheet/Title Page, Changes Page, Table of Contents with lists of Tables and Figures, Factor – 1 Technical, and Glossary of Abbreviations and Acronyms. The second artifact would include Appendix A: NCRC EPOS Compliance Matrix, in native format. The third artifact would include Appendix B: Technical Data Assertions, in native format. The fourth artifact would include Appendix C, Miscellaneous Technical Agreements, in native format.

FULL-AND-OPEN LOT 1 ONLY – BEGIN

L.2 TECHNICAL – VOLUME I (FACTOR 1)

The Technical Volume shall be specific and complete. Legibility, clarity and coherence are critically important for a timely selection process. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this solicitation. The page count limit (maximum number of pages) is described at **L.1.19.1**, with a note that the responses to the Cyber Test and Evaluation (T&E) Sample Event Scenario, the Cyber Training Sample Event Scenario, and the Sample Closed Environment Challenges Scenario is a maximum of 15 pages each.

Exclusions from the Technical Volume page count limit include: Cover Sheet/Title Page; Changes Page; Table of Contents with lists of Tables and Figures; Glossary of Abbreviations and Acronyms; Appendix A: NCRC EPOS Compliance Matrix; Appendix B: Technical Data Assertions and Appendix C: Miscellaneous Technical Agreements; pages marked "Intentionally Blank"; and, section separator pages, or other items inserted solely for the purpose of reading ease and locating sections of the proposal and other documents.

L.2.1 General Instructions

Factor 1 - Technical requires Offerors to submit a description of the technical approach which meets the requirements for each subfactor under the Technical factor. To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume I – Technical.

L.2.2 Content of Technical Volume

The Technical Volume shall be organized according to the following general outline.

- **Cover Sheet/Title Page**
- **Changes Page**
- **Table of Contents with lists of Tables and Figures**
- **Factor 1 - Technical**
- **Glossary of Abbreviations and Acronyms**
- **Appendix A: NCRC EPOS Compliance Matrix**
- **Appendix B: Technical Data Assertions**
- **Appendix C: Miscellaneous Technical Agreements**

L.2.3 Cover Sheet/Title Page

A Technical Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Full-and-Open Lot 1); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume I, Revision 1 - Technical); and, Offeror's Name.

L.2.4 Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.2.5 Table of Contents with lists of Tables and Figures

The Technical Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Technical Volume. The Technical Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.2.6 Factor 1 – Technical

The Technical Volume shall address the requirements in the sample **Charleston Site Services Model Task Order PWS** listed as **CHS PWS** in **Section J**, at **Attachment 14** and shall be organized into the following three sections:

- Subfactor 1.1 Cyber T&E Event Scenario
- Subfactor 1.2 Cyber Training Event Scenario
- Subfactor 1.3 Closed Environment Challenges Scenario

For the sample Cyber T&E Event Scenario, the sample Cyber Training Event Scenario and the sample Closed Environment Challenges Scenario, the Offeror shall demonstrate a comprehensive understanding of the requirements identified in Sections below.

Note: Factor 1 as described by the submission instructions herein, was constructed to also consider the technical capabilities and level of quality necessary to perform the scope of work described in the NITC Task Order 0001 Performance Work Statement. Therefore, separate Technical Factor submission instructions and evaluation criteria are not necessary for the award of Task Order 0001.

L.2.6.1 Cyber T&E Event Scenario (Subfactor 1.1)

For the sample Cyber T&E Event Scenario provided at **Section J as Attachment 27**, the Offeror shall:

- (1) Describe their design analysis methodology and technical process for translating the requirements and objectives described in the event scenario into an event environment and set of executable activities.
- (2) Using the outline provided in **Section J, Attachment 30**, develop and submit an Event Support Plan describing at a minimum:
 - a. Understanding of event objectives and requirements.
 - b. Proposed network topology and security mechanism(s) design, composition, instrumentation and configuration that supports the stated event environment requirements.
 - c. Proposed test cases and techniques, defensive and/or offensive cyber operations tactics, techniques and procedures (TTPs) and their proposed event execution process.
- (3) Describe the information security aspects (e.g. policies, procedures) that will need to be addressed during the event planning and execution lifecycle;
- (4) Describe any event-specific customized capabilities and content and map them to how they support event objectives and requirements in a closed loop environment. Note: Capabilities such as E-mail, FTP, Chat and other Internet services might be required as part of an event environment while content includes the material (e.g. files) that would be hosted on or used by capabilities.
- (5) Describe any pre-, post- and event execution activities and processes including maintenance of developed capabilities and content. Note: The Government is open to different processes and activities other than what are currently used; however, any new processes or activities must be executable within applicable security regulations and policies and the current NCR technical architecture.
- (6) Describe the technical approach and methodology for ensuring that NCRC event environment capabilities, content, products, and deliverables have Government Purpose Rights (GPR) to include processes for identifying and resolving potential data rights issues that could lead to less than GPR.

L.2.6.2 Cyber Training Event Scenario (Subfactor 1.2)

For the sample Cyber Training Event Scenario provided at **Section J as Attachment 28**, the Offeror shall:

- (1) Describe their design analysis methodology and technical process for translating the requirements and objectives described in the event scenario into an event environment and set of executable activities.
- (2) Using the outline provided in **Section J, Attachment 30**, develop and submit an Event Support Plan describing at a minimum:
 - a. Understanding of event objectives and requirements.
 - b. Proposed network topology and security mechanism(s) design, composition, instrumentation and configuration that supports the stated event environment requirements.
 - c. Proposed test cases and techniques, defensive and/or offensive cyber operations tactics, techniques and procedures (TTPs) and their proposed event execution process.
- (3) Describe the information security aspects (e.g. policies, procedures) that will need to be addressed during the event planning and execution lifecycle;
- (4) Describe any event-specific customized capabilities and content and map them to how they support event objectives and requirements in a closed loop environment. Note: Capabilities such as E-mail, FTP, Chat

and other Internet services might be required as part of an event environment while content includes the material (e.g. files) that would be hosted on or used by capabilities.

- (5) Describe any pre-, post- and event execution activities and processes including maintenance of developed capabilities and content. Note: The Government is open to different processes and activities other than what are currently used; however, any new processes or activities must be executable within applicable security regulations and policies and the current NCR technical architecture.
- (6) Describe the technical approach and methodology for ensuring that NCRC event environment capabilities, content, products, and deliverables have Government Purpose Rights (GPR) to include processes for identifying and resolving potential data rights issues that could lead to less than GPR.

L.2.6.3 Closed Environment Challenges Scenario (Subfactor 1.3)

Using the sample Closed Environment Challenges Scenario listed at **Section J** as **Attachment 29**, the Offeror shall:

- (1) Describe their design analysis methodology and technical process for translating the requirements and objectives described in the event scenario into an event environment and set of executable activities.
- (2) Using the outline provided in **Section J, Attachment 30**, develop and submit an Event Support Plan describing at a minimum:
 - a. Understanding of event objectives and requirements.
 - b. Proposed network topology and security mechanism(s) design, composition, instrumentation and configuration that supports the stated event environment requirements.
 - c. Proposed test cases and techniques, defensive and/or offensive cyber operations tactics, techniques and procedures (TTPs) that will be used and their proposed event execution process.
 - d. Proposed Blue Team Operations Plan and event execution process outlining how it contributes to the effectiveness and efficiency of their proposed cooperative vulnerability assessment activities.
- (3) Describe the information security aspects (e.g. policies, procedures) that will need to be addressed during the event planning and execution lifecycle;
- (4) Describe any event-specific customized capabilities and content and map them to how they support event objectives and requirements in a closed loop environment. Note: Capabilities such as E-mail, FTP, Chat and other Internet services might be required as part of an event environment while content includes the material (e.g. files) that would be hosted on or used by capabilities.
- (5) Describe any pre-, post- and event execution activities and processes including maintenance of developed capabilities and content. Note: The Government is open to different processes and activities other than what are currently used; however, any new processes or activities must be executable within applicable security regulations and policies and the current NCR technical architecture.
- (6) Describe the technical approach and methodology for ensuring that NCRC event environment capabilities, content, products, and deliverables have Government Purpose Rights (GPR) to include processes for identifying and resolving potential data rights issues that could lead to less than GPR.

L.2.7 Glossary of Abbreviations and Acronyms

The Technical Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.2.8 Appendix A: NCRC EPOS Compliance Matrix

The Offeror shall provide an NCRC EPOS Compliance Matrix (FO Tab) that assures all requirements are addressed and easily accessible to the evaluators. The NCRC EPOS Compliance Matrix must provide a single integrated index for the entire technical volume. The Government has provided a preliminary NCRC EPOS Compliance Matrix (see **Section J, Attachment 31**) to assist the Offeror in correlating Section L instructions with Section M evaluation factors.

NOTE: The NCRC EPOS Compliance Matrix will not be evaluated.

L.2.9 Appendix B: Technical Data Assertions

Note: For the **Sample Charleston (CHS) Site Services Model Task Order** the requirement at **L.2.9** is representative of an actual/awardable Task Order and is provided as information only. The completion and submission of DFARS 252.227-7017 and **Attachment 17** are not required for the **Sample Charleston (CHS) Site Services Model Task Order**. The **NITC Task Order 0001** is awardable: submission of the completed DFARS 252.227-7017 and **Attachment 10** is required.

L.2.9.1 Offerors shall identify the intellectual property rights and technical data rights included in their proposal submission in accordance with DFARS 252.227-7013 and DFARS 252.227-7014 via completion of solicitation provision DFARS 252.227-7017. Offerors are also required to complete the Government Rights in Technical Data Table for the **NITC Task Order**, incorporated in **Section J, as Attachment 10**. Each of the three MS Excel Workbook Tabs must be filled in, forming a complete Government Rights in Technical Data Table that must be included in the Technical proposal: if none, then so state on the appropriate Tab(s).

L.2.9.1.1 Assertions should be made for technical data, computer software to be furnished with restrictions. Offerors must complete the assertion list requirements of DFARS 252.227-7017. If the offered rights are more restrictive than the desired rights, Offerors can list the cost to grant the desired rights or enter the phrase "Decline" to indicate a refusal to grant the desired rights at any cost.

L.2.9.1.2 The Government Rights in Technical Data Table requires Offerors to list information about any Technical Data associated with commercial products or commercial Computer Software. Offeror must list in this table any CDRL for a commercial item.

L.2.10 Appendix C: Miscellaneous Technical Agreements

Note: For the **Sample Charleston (CHS) Site Services Model Task Order** this requirement at **L.2.10** is representative of an actual/awardable Task Order and is provided as information only. For the **Sample Charleston (CHS) Site Services Model Task Order** the completion and submission of Miscellaneous Technical Agreements is not required. The **NITC Task Order 0001** is awardable and submission of Miscellaneous Technical Agreements is required: if none, then so state at **Appendix C**.

L.2.10.1 The Offeror shall provide separate signed and dated Miscellaneous Technical Agreement(s) that clearly identify the software and/or technical data being used and affirmation from the rights owner that it is providing the Government with GPR. Examples of Miscellaneous Technical Agreements would be any perpetual, or term agreement for COTS software, modified COTS, modified government off-the-shelf, and IUS (Internal Use Software) to include software documentation. Also included would be any license associated with Software as a Service. For other technical data, document submission may include an agreement pertaining to the use of modified original manufactured part numbers. Essentially, any existing written agreement that carries restrictions on use and is binding on the Prime Contractor, its subcontractors and a third party. Content is considered the written agreement itself. The purpose of the requirement is to ensure the Miscellaneous Technical Agreements do not include limitations that diminish Government rights in technical data as set forth in appropriate clauses (FAR, DFARS).

L.2.10.2 The Offeror shall include copies of all Miscellaneous Technical Agreements necessary for access, use, and modification of any proprietary or licensed software or technical data. These Miscellaneous Technical Agreements

shall clearly describe what software and technical data is being provided to the Government and any terms or conditions.

L.2.10.3 Where the Offeror's solution necessitates an affirmation of GPR under Miscellaneous Technical Agreement(s), failure to provide Miscellaneous Technical Agreement(s) in the Technical volume will make the Offeror non-responsive and ineligible for award.

L.3 PAST PERFORMANCE - VOLUME II (FACTOR 2)

The Past Performance Volume shall be specific and complete. Legibility, clarity and coherence are critically important for a timely selection process. Offerors shall prepare and submit a Past Performance Volume containing no more than the number of pages outlined at **L.1.19.1**. Past Performance - Volume II page count limits (maximum pages) do not include: Cover Sheet/Title Page; Changes Page; Table of Contents with lists of Tables and Figures; Glossary of Abbreviations and Acronyms; Appendix A Reserved; Appendix B Consent Letters/Client Authorization Letters; Appendix C Past Performance Questionnaire List; pages marked "Intentionally Blank"; and, section separator pages, or other items inserted solely for the purpose of reading ease and locating sections of the proposal and other documents.

L.3.1 Definitions

L.3.1.1 "Critical Supplies/Services" are those aspects of the NCRC EPOS requirements that, if not performed, can negatively impact the ability to satisfy contract requirement(s).

L.3.1.2 "Joint Venture (JV) means a legal entity formed to engage in and carry out a specific or limited-purpose business venture for joint profit. A JV must have a written and signed agreement; must do business under its own name; and must be identified as a JV in the System for Award Management (SAM). See 13 CFR 121.103(h) for further guidance on joint ventures.

L.3.1.3 "Major Subcontractor" means a subcontractor that will be providing critical supplies/services.

L.3.1.4 "New Corporate Entity" means a business/corporation (to include Joint Ventures) established within 24 months prior to the Solicitation Release Date.

L.3.1.5 "Offeror" means prime contractor, or Joint Venture partners.

L.3.1.6 "Predecessor Company" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

L.3.1.7 "Prime Contractor" means the contractor has privity-of-contract with the Government or with the owner of a project or job and has the full responsibility for its completion. The prime is responsible for all contractual obligations under a mutually binding legal relationship. When the Government awards a contract to a contractor, the contractor is considered the "prime" contractor. The prime is also responsible for the efforts of all subcontractors on the Offeror's team.

L.3.1.8 "Recency" is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

L.3.1.9 "Recent" past performance means performance that is in progress (current, on-going), or was completed within the past three (3) years when compared to the solicitation release date. The Government will not consider past performance on a newly awarded contract or effort (prime or subcontract), without a performance history of at least one (1) year due to the limited performance history of these efforts. Offerors shall not provide recent past performance information on contracts or efforts that concluded more than three years prior to the NCRC EPOS solicitation issuance date. Contracts or efforts beginning before the three-year period but ending during the three-year period may be provided.

L.3.1.10 “Relevancy” is measure of the extent of similarity between the supplies/services, complexity, dollar value, contract type, teaming arrangement, subcontracting or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

L.3.1.11 “Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger).

L.3.2 General Instructions

L.3.2.1 All past performance submitted in response to this solicitation shall have been performed by the Offeror, teaming partners, subcontractors, and any proposed affiliate/subsidiary/parent company. If the Offeror represents the combining of two or more companies, a JV for the purpose of this solicitation, the JV will be evaluated as a single Offeror. The past performance of each JV partner will be evaluated based on each partner’s role in cited past work and in the proposed JV role for this NCRC EPOS requirement.

L.3.2.2 If the Offeror is a JV, relevant past performance should be submitted for contracts/efforts in progress, or completed by the JV entity over the past three years. If the JV does not have shared past performance, at least one (1) relevant contract or effort shall be submitted for each JV partner. No more than three (3) total examples may be submitted.

L.3.2.3 This Volume shall contain up to five (5) past performance examples that are the same or similar in scope to the **Sample Charleston Site Services Model Task Order**. Of the five (5) total past performance examples, no more than three (3) shall be for efforts performed by the Offeror in support of Government and/or Commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract on which they served as either the prime, as a major subcontractor, or as part of a Joint Venture. The Offeror shall also submit no more than two (2) past performance examples for efforts performed by the offeror’s major subcontractors in support of Government and/or Commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract on which its major subcontractor(s) served as either the prime, as a major subcontractor, or as part of a Joint Venture. Each past performance example shall have been completed or in performance during the past three years from the release date of this solicitation. Additionally, each past performance example shall be relevant to the efforts required in the **Sample Charleston Site Services Model Task Order** as identified below in paragraph

L.3.2.5. Do not submit contracts or efforts for non-major subcontractors. No more than two (2) past performance examples for major subcontractors will be accepted, regardless of how many major subcontractors an offeror is contemplating. For IDIQ contracts, each Delivery/Task Order shall be counted as one “contract”.

L.3.2.4 An explanation shall be provided in each case where an Offeror, or a major subcontractor does not have any recent and relevant past performance. Failure to provide the past performance information requested, or the required explanation when there is no recent and relevant past performance, shall result in a determination the proposal is non-compliant and the Offeror being removed from consideration for an award at the sole discretion of the Contracting Officer.

L.3.2.5 Relevant Past Performance is defined as contracts, or efforts (orders) performed that support requirements the same as, or similar to the **Sample Charleston Site Services Model Task Order** in terms of scope, magnitude and complexity. Past Performance shall be evaluated against the NCRC EPOS critical tasks that follow to determine past performance relevancy.

L.3.2.5.1 Critical Task 1: Event Planning and Design. This includes the technical and procedural capabilities needed to effectively translate customer event objectives and requirements [e.g., program of record (POR) developmental or operational test (DT/OT) requirements, mission-tailored use cases, exercise Master Scenario Events Lists (MSELs)], and cyber mission force training standards and objectives into actionable and customer-tailored cybersecurity event environments at a cyber range. It includes identifying and/or designing new or modified Information Technology (IT) assets, capabilities, and event-specific content (e.g. websites, network traffic, user

populations and accounts required to support a given set of objectives). It also includes identifying required participating organizations and their activities (e.g. cybersecurity evaluation or “red” teams).

Sub-Task 1A: Re-engineering and modifying representative internet services to enable them to operate in a closed cyber range environment.

Sub-Task 1B: Processes, procedures, and technical capabilities associated with event planning and design.

Sub-Task 1C: Types and availability of workforce skillsets needed to plan and design the complex capabilities needed to build realistic event environments and how to effectively organize, utilize, and retain them.

Sub-Task 1D: Processes, procedures, and technical capabilities to enable sharing of complex capability and content “models” across different cyber ranges.

L.3.2.5.2 Critical Task 2: Event Execution and Operations. This includes the management of the closed cybersecurity infrastructure needed to support event environments [e.g., combinations of Live, Virtual and Constructive (LVC) capabilities]. It includes, but is not limited to, real and simulated general purpose red, gray, and blue space, and related command and control services and capabilities to enable remote, geographically distributed execution of cybersecurity T&E events that support DoD acquisition programs and providing environments capable of training and certifying DoD cyber mission forces. This includes installing, configuring and operating a fully planned cybersecurity T&E or training event on a given set of networking and computing assets. It also includes performing day-to-day cyber range data center and network operations in accordance with accepted industry best practices. Multiple concurrent environments at different classifications from unclassified through Top Secret-SCI and consisting of combinations of virtual machines and physical instances will need to be managed.

Sub-Task 2A: Tools, capabilities, and processes utilized to operating specialized data centers and with managing complex distributed closed loop IP-based network and computing infrastructures.

Sub-Task 2B: Tools, capabilities, and processes utilized to manage the execution of cybersecurity T&E events for DoD acquisition programs of record at different scales and levels of realism.

Sub-Task 2C: Tools, capabilities, and processes utilized to manage the execution of cybersecurity events to support DoD cyber mission forces training, certification and exercise events at different scales and levels of realism.

L.3.2.6 The Offeror may include contracts, or orders from predecessor companies, and/or major subcontractors. If an Offeror does not have current or past relevant performance, the Offeror shall so state. Along with each contract description, the Offeror shall provide a brief description of what role the predecessor company and/or major subcontractor referenced will play as it relates to NCRC EPOS.

L.3.3 Content of Past Performance - Volume II

In each section of the Past Performance Volume, contract data concerning the Offeror (prime contractor, or joint venture partners) shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Past Performance Volume shall be organized according to the following general outline.

- **Cover Sheet/Title Page**
- **Changes Page**
- **Table of Contents with lists of Tables and Figures**
- **Factor 2 – Past Performance**
- **Glossary of Abbreviations and Acronyms**
- **Appendix A: Reserved**
- **Appendix B: Consent Letters / Client Authorization Letters**
- **Appendix C: Past Performance Questionnaire List**

L.3.4 Cover Sheet/Title Page

A Past Performance Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Full-and-Open Lot 1); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume II, Revision 1 – Past Performance); Offeror's Name; and, Offeror's address.

L.3.5 Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.3.6 Table of Contents with lists of Tables and Figures

The Past Performance Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Past Performance Volume. The Past Performance Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.3.7 Factor 2 – Past Performance

L.3.7.1 Section 1 - Organization/Teaming Arrangement

L.3.7.1.1 Solely for the purposes of determining relevancy, offerors shall provide an outline of how the NCRC EPOS program requirements will be assigned within the Offeror's corporate entity and among the proposed joint venture, teaming partners and subcontractors. If an Offeror is utilizing past performance information of an affiliate/subsidiary/parent company, the proposal shall clearly demonstrate that the affiliate/subsidiary/parent company will have meaningful involvement in the performance of the contract.

L.3.7.1.2 The Offeror shall clearly identify and describe the work that the affiliate/subsidiary/parent company will be performing under the NCRC EPOS effort. The description of the work performed by the affiliate/subsidiary/parent company will be considered in determining the relevancy of the past performance information provided for the affiliate/subsidiary/parent company. If the Offeror fails to demonstrate the affiliate/subsidiary/parent company's meaningful involvement in the performance of the resultant contract, the contract or effort will not be considered relevant and will not be evaluated and may result in an "Unknown Confidence (Neutral)" rating. The information provided for the Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed. Offerors shall clearly identify the anticipated percentage of work for which the major subcontractor is responsible.

L.3.7.1.3 Many companies have acquired, been acquired by, or have otherwise merged with other companies, and/or have reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this source selection. To facilitate this relevancy determination, include in the Past Performance Volume a "roadmap" describing all such changes in the organization of the company. As part of this explanation, show how these changes impact the relevance of any efforts identified for past performance evaluation/performance confidence assessment. This information is required on the Offeror, subcontractors, teaming partners, and/or joint venture partners.

L.3.7.1.4 New corporate entities may submit data on prior contracts involving its officers and employees. The Offeror shall describe the officer's proposed role in performance of this contract. Past performance of former employees will not be considered unless the Offeror provides commitment letters or some other assurance that those employees will be performing on this solicitation. In addition, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

L.3.7.2 Section 2 - Past Performance Contracts

L.3.7.2.1 Using a tabular format similar to that provided in Section J, Attachment 32 (**NCRC EPOS List of Past Performance Contracts**), Offerors shall provide a summary of up to three (3) Government or commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract that are relevant to the efforts required by this solicitation. In addition, Offeror shall submit a list of up to two (2) relevant Government or commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract for major subcontractors. These contracts, for Offerors and major subcontractors, can be on-going or completed during the past three years. Contract data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. Offerors are limited to a total of five (5) contracts or efforts combined.

Note: Where an Offeror provides a Task Order/Delivery Order under a contract as an example of Past Performance, The Government shall not be required to further evaluate the contract itself, or any other order under the contract.

L.3.7.2.2 For each of the five contracts/orders identified above, a **NCRC EPOS Past Performance Questionnaire** (see **Section J, Attachment 33**), and **NCRC EPOS Past Performance Questionnaire Cover Letter** (see **Section J, Attachment 34**) must be completed and submitted. The Offeror shall fill-in the cover letter and complete Part I of the Past Performance Questionnaire and email them to the cognizant Program Manager, PCO, or Contracting Officer's Representative (COR), if applicable, of the Government Agency responsible for the past/current contract. Or in the case where the performance is commercial or performed as a subcontractor, to the equivalent points of contact at the commercial entity or prime contractor. Completed questionnaires shall not be sent back to the Offeror. Only one completed Past Performance Questionnaire is required for each of the five contracts/orders identified above.

L.3.7.2.3 The Government or Commercial POCs shall be instructed to complete Part II and III of the questionnaire and return to the appropriate POCs no later than the proposal submission date outlined in Section **L.1.4**. It is the Offeror's responsibility to request timely delivery of the completed questionnaires to the proper email address. Amendment 0004 to this solicitation updated the Government POCs in Section **L.1.6**. Amendment 0006 to this solicitation provides an updated version of Attachment 34, the NCRC EPOS Past Performance Questionnaire Cover Letter. Offerors are not required to use the updated version of Attachment 33, which has been updated and provided in native MS Word format per the request of several offerors. Additionally, acknowledging that many Offerors have likely already sent Past Performance Questionnaires with the instruction that they be returned to the previous Army Contracting Command – Orlando points of contact, Jean Borowski, Robert Baird, and Caryn McGraw, it is permissible for the Past Performance Questionnaires to be sent to any of the POCs identified in Paragraph **L.1.6** since the initial release of the solicitation.

L.3.7.2.4 Questionnaires received late may be accepted and reviewed at the discretion of the PCO, if he/she determines that it will not cause an undue delay to the procurement process. The PCO will have discretion to determine whether questionnaires that are returned late will be used as part of the past performance evaluation. Questionnaires that are returned late or are not returned at all, will not be evaluated favorably or unfavorably on the past performance evaluation. The Government reserves the right to send additional questionnaires as necessary or contact individuals identified by the Offeror that have not completed or submitted questionnaires for evaluation.

L.3.7.2.5 The Government reserves the right to contact and use information provided by the references and any other sources available to conduct a performance risk evaluation. To ensure inclusion of all references in the evaluation process, the Offeror is encouraged to provide the Government with the most current data on each

reference. Please note that any references provided on classified contracts cannot be verified. To the extent possible, limit references to contracts performed as either a Prime or as a first tier subcontractor.

L.3.7.2.6 The Offeror is to advise the reporting Government Agency or commercial entity that the completed questionnaire is to be considered source selection sensitive in accordance with FAR 3.104.

L.3.7.2.7 In accordance with FAR 15.306, the Offeror may be given the opportunity to discuss adverse past performance information obtained from any questionnaire if they have not previously responded through Contractor Performance Assessment Reporting System (CPARS) or similar system. However, the names of individuals providing the information shall not be disclosed. Adverse past performance is defined as past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as the Federal Awardee Performance and Integrity Information System (FAPIS).

L.3.7.3 Section 3 - Contract Descriptions

The Offeror shall provide detailed information concerning their past performance for the efforts identified above in Section 2 – Past Performance Contracts.

L.3.7.3.1 Offerors shall complete and include in this section of their proposal a separate **NCRC EPOS Past Performance Contract Description** (see **Section J, Attachment 35**) for each past performance example.

L.3.7.3.2 Contract data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

L.3.7.4 Section 4 - Contract Relevancy and Performance

L.3.7.4.1 The Offeror shall provide detailed rationale supporting the relevancy of each of their cited past performance efforts identified above in Section 2 – Past Performance Contracts. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. However, the Government is not bound by the Offeror's opinion of relevancy.

L.3.7.4.2 Provide an assessment of their performance on each contract. Identify information on significant achievements and the challenges or obstacles that were encountered during contract performance and the corrective actions taken.

L.3.7.4.3 For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the problems or shortcomings that occurred during contract performance and any corrective action(s) taken to avoid recurrence. Address any failures to meet the proposed delivery schedule, requirements for Requests for Deviation and Requests for Waiver with respect to clauses and corrective actions, and any Cure Notices or Show Cause Letters received along with a description of any correction action implemented.

L.3.7.4.4 Reserved

L.3.7.4.5 Provide a summary description of how the Offeror tracked, managed, and closed discrepancies during contract execution.

L.3.8 Glossary of Abbreviations and Acronyms

The Past Performance Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.3.9 Appendix A: Reserved

L.3.10 Appendix B: Consent Letters / Client Authorization Letters

Past performance information concerning JV partners and subcontractors cannot be disclosed to a private party without the subcontractor's or JV partners consent. Because the Offeror is a private party, the Government will need that consent before disclosing subcontractor's and joint venture partner's past performance information to the Offeror during exchanges or debriefings. In an effort to assist the Government in assessing past performance and relevancy confidence, the Offeror shall request that a consent letter, containing substantially the same information as in the **NCRC EPOS Sample Consent Letter** listed at **Section J as Attachment 36**, be completed by the subcontractors and joint venture partners identified in the proposal. If the Offeror does not submit a completed consent letter for subcontractors and joint venture partners, the Government will only discuss past performance information directly with the prospective subcontractor or joint venture partner that is being reviewed. If there is a problem with the proposed subcontractor's, or joint venture partner's past performance, the Offeror can be notified of a problem, but no details may be discussed without the subcontractor's, or joint venture partner's permission. For each identified commercial contract, the Offeror shall submit a Client Authorization Letter.

L.3.11 Appendix C: Past Performance Questionnaire List

The Offeror shall provide a list of all the customer representatives that were sent a questionnaire by email for submission to the POC and APOC specified in the solicitation at **L.1.6**. The Government must receive this list along with the Offerors proposal submission. This list of customer representatives shall be submitted within Appendix C in tabular format in a Microsoft Excel spreadsheet to include the following fields: Solicitation Number; Company Name; Contract Number; Delivery/Task Order Number (if applicable); Government Agency; Customer Representative Last Name, First Name; Title; Telephone Number; E-mail Address; and, Date e-mailed to the Customer Representative (month/day). The Offeror shall advise the reporting Government Agency or commercial entity that the completed questionnaire is to be considered source selection sensitive in accordance with FAR 3.104. The Offeror shall advise the responding Government Agency or commercial entity of the applicable submission date.

L.4 SMALL BUSINESS PARTICIPATION – VOLUME III (FACTOR 3)

All Offerors, both small and large businesses, shall submit a single Small Business Participation Commitment Document (SBPCD) in accordance with DFARS 215.304. To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume III – Small Business Participation. Legibility, clarity and coherence are critically important for a timely selection process. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this solicitation.

L.4.1 Definitions

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121 (see FAR 19.102). Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration must be given to all appropriate factors, including Volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity. (See 15 U.S.C 632)

“Small disadvantaged business concern” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that:

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000.00 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means—

(1) A small business concern—

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women; or

(2) A small business concern eligible under the Women-Owned Small Business Program in accordance with 13 CFR part 127 (see FAR Subpart 19.15).

“HUBZone small business concern” means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

L.4.2 General Instructions

L.4.2.1 Based on the **Sample Charleston Site Services Model Task Order** requirements, Offerors shall describe the extent to which the proposal for the **Sample Charleston Site Services Model Task Order** meets or exceeds the Government’s Small Business Participation requirement of **25%** for the NCRC EPOS MATOC, with representation from any combination of: Small Business (SB); Small Disadvantaged Business (SDB); Veteran Owned Small Business (VOSB); Service Disabled Veteran Owned Small Business (SDVOSB); Woman Owned Small Business

(WOSB); or, Historically Underutilized Business Zone Small Business (HUBZones). The Small Business Participation goals do not apply to the Task Order 0001 for NITC.

L.4.2.2 The Small Business Participation Commitment Document shall clearly demonstrate a viable plan for meeting or exceeding the NCRC EPOS Small Business Participation Goals described above. The Small Business Participation Commitment Document contained within Volume III shall be completely stand-alone, and shall not require any reference to another source, Volume, or proposal.

L.4.2.3 The Small Business Participation Commitment Document shall stand on its own merit without reference to a separate Small Business Subcontracting Plan that is required for large businesses. The information provided shall assume that no cross-reference will be checked, and that all claims, approaches, and statements must be clearly articulated in their entirety within the proposal Volume being submitted. The Small Business Participation Commitment Document will be incorporated into any resulting contract award.

L.4.2.4 Large business contractors may achieve the small business participation goals through subcontracting to small businesses. Small business contractors may achieve small business participation goals through their own performance/participation as a prime and also through a joint venture, teaming arrangement, and subcontracting to other small businesses: small businesses that submit an offer as the prime contractor are advised that their own participation as a prime counts towards the percentages set in this evaluation factor. A Small Business prime contractor is not required to subcontract to other small businesses in order to achieve the small business participation goals.

L.4.3 Content of Small Business Participation - Volume III

The Small Business Participation Volume shall be organized according to the following general outline.

- **Cover Sheet/Title Page**
- **Changes Page**
- **Table of Contents with lists of Tables and Figures**
- **Factor 3 - Small Business Participation**
- **Glossary of Abbreviations and Acronyms**
- **Appendix A: Reserved**
- **Appendix B: Binding Agreements**

L.4.4 Cover Sheet/Title Page – Volume III

A Small Business Participation Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Full-and-Open Lot 1); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume III, Revision 1 – Small Business Participation); Offeror's Name; and, Offeror's address.

L.4.5 Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.4.6 Table of Contents Small Business Participation

The Small Business Participation Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Small Business Participation

Volume. The Small Business Participation Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.4.7 Factor 3 – Small Business Participation

The Offeror shall submit a Small Business Participation Commitment Document which will be used for the purposes of evaluating the extent to which the Offeror identifies and commits to small business in contract performance of the NCRC EPOS program. The Small Business Participation Commitment Document is required from all Offerors, including small businesses and companies with commercial subcontracting plans, comprehensive subcontracting plans, Master subcontracting plans or individual subcontracting plans. The Small Business Participation Commitment Document shall report small business participation information to the first-tier subcontract level. The Small Business Participation Commitment Document shall demonstrate the Offeror's ability to meet the required small business subcontracting requirement of no less than 25% in first tier small business subcontracts based on the total evaluated price for the **Sample Charleston Site Services Model Task Order**.

After award, Small Business Participation shall be monitored in accordance with a surveillance schedule during performance under each Task/Delivery Order. Small Business Participation shall be evaluated at the order level for the base and each option year to determine whether the contractor made a good faith effort and exceeded, met, or did not meet Small Business Participation goals. Offerors are cautioned that failure to meet the proposed Small Business Participation goal of no less than 25% in the 12-month base period and each 12-month option during performance under an order will affect the Performance Risk Assessments on future NCRC EPOS delivery/task orders.

L.4.7.1 Section 1 - Small Business Participation

All Offerors (both large and small businesses) are required to complete a Small Business Participation Commitment Document. Offerors should propose the level of participation of small businesses (as a small business prime, joint venture, teaming arrangement, and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

a) Business Type of Prime Contractor

Check all applicable boxes and fill out all applicable fields:

- ☐ Large
- ☐ Small (also check type of Small Business below)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Woman-Owned Small Business (WOSB)
- ☐ Historically Underutilized Business Zone Small Business (HUBZone)
- ☐ Veteran Owned Small Business (VOSB)
- ☐ Service-Disabled Veteran Owned Small Business (SDVOSB)

b) Total Evaluated Price: (from Price Workbook)

c) Dollar Value performed by Offeror as Prime Contractor: \$ _____

d) Identify the proposed Dollar Value and Percentage of sample Charleston Site Services Model Task Order Total Price (by contract year to include base and all option years) for both large and small business. All percentages should use **Sample Charleston Site Services Model Task Order** Total Price for the specific year as a baseline. Include only first tier U.S. subcontractors. While **Task Order 0001 (NCRC Innovation and Technology Council)** is priced, it does not have to comply with the 25% Small Business Participation requirement and thus is not included in the table below.

Year X	Sample CHS Site Services Model Task Order	Percentage of sample CHS Site Services Model Task Order Total Evaluated Price (TEP) Year X
Large (Year X)	\$	%
Small* (Year X)	\$	%
Total**	Sample CHS Site Services Model Task Order TEP Year X	100%

*Small includes: Small Business (SB), Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-Owned Small Business (SDVOSB), and Veteran Owned Small Business (VOSB). When calculating and documenting the Dollar Value and Percentage of the **Sample Charleston Site Services Model Task Order** Total Price for "Small" as a total for all of the small businesses combined, sum the value for each Small only once, regardless if the Small is represented in multiple socioeconomic categories.

The Offeror shall ensure the Dollar Value and Percentages of the **Sample Charleston Site Services Model Task Order Total Evaluated Price allocated to SBs and presented in the Small Business Participation Commitment Document are consistent with the percentages of Total Evaluated Price for the **Sample Charleston Site Services Model Task Order** by year as presented in the Price Workbook. When combined, Large and Small totals must equal 100% of the **Sample Charleston (CHS) Site Services Model Task Order** total price.

e) The Offeror shall populate the table below to identify all anticipated prime and subcontracted services/supplies (be specific) on the **Sample Charleston Site Services Model Task Order**. When combined, prime and anticipated subcontracted totals must equal 100% of the Total Task Order Price. The sum of the Estimated Total Dollars for Each Service/Supply for the stated Small Business subcontractors should ultimately lead to achieving the Small Business Participation requirement of 25%. The Offeror shall create as many rows in the table as necessary to adequately identify all subcontractors.

	Name of Company (Include CAGE Code)	NAICS Code for Each Subcontractor	Type of Service/Supply**	Estimated Total Dollars for Each Service/Supply
Offeror:		N/A		
Large:				
Small*:				

*Pursuant to Section 8(d) of the Small Business Act, a concern is considered "small" (for subcontracts which relate to Government procurements) if it does not exceed the size standard for the North American Industry Classification System (NAICS) code that the prime contractor believes best describes the product or services being acquired by the subcontract. In other words, the size of the Offeror's subcontractors and suppliers is determined by the NAICS code of the subcontract, which may or may not be the same NAICS code as the Offeror's contract as the NCRC EPOS prime contractor with the Government.

**The Offeror shall provide a brief description of the specific services/supplies to be provided (and the nature of complexity) by each Small Business, the rationale supporting Small Business selection(s), and the Estimated Total Dollar for Each Service/Supply. Complexity is defined as the level of involvement for development/performance of components/services provided by the Small Business Concerns. Increased complexity and variety of involvement for the performance of functions that support the growth of the Small Business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

The Offeror shall provide an explanation pertaining to the process the Offeror uses for identifying, competing, and selecting Small Businesses for subcontracted work and how the process will be used to meet or exceed the Small Business Participation Goals.

L.4.7.2 Section 2 - Extent of Commitment with Small Business Subcontractors

The Offeror shall provide documentation regarding individual and enforceable commitments (i.e. signed letter of intent or teaming agreement signed by both parties) to utilize any Small Business firms, as defined in FAR Part 19, as subcontractors. Copies of such commitments shall be provided as part of Offeror's Small Business Participation Volume.

L.4.7.3 Section 3 - History of Compliance with FAR 52.219-8

L.4.7.3.1 All Offerors shall submit evidence of compliance with FAR 52.219-8, entitled Utilization of Small Business, consisting of three (3) past relevant contracts, to include evidence of attainment of Small Business Participation requirements as a percentage of Total Contract Value/Price for the past three (3) calendar years, based on the release date of this solicitation, for each relevant contract to include requirement identification and achievement. Offerors shall submit evidence for contracts with performance within the aforementioned three (3) year timeframe, even if contract performance ended at the beginning of the three (3) year timeframe; for example, if contract performance ended 25 FEB 2017, the Offeror shall submit evidence for the three (3) previous calendar years (2014, 2015, and 2016). Relevancy is defined as efforts of the same scope of the NCRC EPOS program (i.e. Range Operations, Event Planning & Execution, Range Modernization, Site Operations, etc.).

L.4.7.3.2 Evidence of compliance includes, but is not limited to the following: identification of small businesses previously utilized; description of the specific services/supplies provided by those small businesses; description of the complexity of the work performed by the small businesses; reporting of small business performance in CPARS; and history of prompt payments to small business. A Small Business Offeror shall include its own performance in the documentation. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, supporting the Offeror's past utilization of Small Business on relevant contracts, should be reported.

L.4.7.3.3 If an Offeror has not supported contracts with FAR 52.219-8 requirements, the Offeror shall so state.

L.4.7.3.4 Offerors consisting of a joint venture (JV) that do not have three past relevant contracts shall satisfy the above requirements by submitting the information of that of the managing partner of the joint venture.

L.4.7.4 Section 4 - History of Compliance with FAR 52.219-9

L.4.7.4.1 Large Business Offerors shall provide evidence of compliance with the requirements of FAR 52.219-9, Small Business Subcontracting Plan, for the past three (3) calendar years, from the release date of this solicitation, under three (3) separate relevant contracts. Relevancy is defined as efforts of the same scope of the NCRC EPOS program (i.e. Range Operations, Event Planning & Execution, Range Modernization, Site Operations, etc.).

L.4.7.4.2 Documentation of how FAR 52.219-9 requirements were met shall include copies of SF 294 Individual Subcontract Report using the Electronic Subcontracting Reporting System (eSRS), or SF 295 Summary Subcontract Report if the Offeror has a Comprehensive Small Business Subcontracting Plan. If SF 295s are provided as a result of a Comprehensive Small Business Subcontracting Plan, provide actual achievements that correlate with the past three calendar years under the three separate relevant Government or commercial contracts identified. Large Businesses that have never held a contract incorporating FAR 52.219-9 shall so state.

L.4.7.4.3 Information on any awards received within the past three (3) years, from the release date of this solicitation, for outstanding support to Small Businesses (SB), Historically Underutilized Business Zone Small Businesses (HUBZone), Small Disadvantaged Businesses (SDB), Woman Owned Small Businesses (WOSB),

Veteran Owned Small Businesses (VOSB); Service Disabled Veteran Owned Small Business (SDVOSB) firms, and if applicable, Historically Black Colleges and Universities / Minority Institutions (HBCU/MI).

L.4.7.4.4 Past Performance evaluation ratings, in the Contractor Performance Assessment Reporting System (CPARS), obtained on management of your subcontracting program, including utilization of small businesses on three (3) prior or current DoD contracts. It is the Government's intent to receive a narrative from Offerors in response to how they've achieved a history of compliance with FAR 52.219-9 within the Small Business Participation Commitment document, not the actual CPARS report.

L.4.7.4.5 Offerors not having relevant Government or commercial contracts for the past three calendar years, that are members of a JV, can satisfy the requirements to provide proof of compliance with FAR 52.219-9 by submitting substantiating SF 294/SF 295 documentation from the managing partner of the Joint Venture.

L.4.8 Glossary of Abbreviations and Acronyms

The Small Business Participation Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.4.9 Appendix A: Reserved

L.4.10 Appendix B: Binding Agreements

The Offeror may provide separate unsigned non-enforceable binding agreements, and/or signed and dated enforceable binding agreements (i.e. signed letter of intent or teaming agreement signed by both parties) that clearly identify commitments to small business subcontracting.

L.5 COST/PRICE - VOLUME IV (FACTOR 4)

FAILURE TO PROVIDE ALL OF THE INFORMATION REQUIRED BY THESE INSTRUCTIONS TO OFFERORS MAY BE CAUSE FOR REJECTION OF THE PROPOSAL

Offerors shall prepare and submit a Cost/Price Volume as outlined in Section II **L.5.2**. To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume IV – Cost/Price. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this solicitation. By submitting its proposal, the Offeror grants the Contracting Officer or an authorized representative the right to examine records that formed the basis for the cost proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for the cost estimate) that will permit an adequate evaluation of the proposed cost.

L.5.1 Definitions

L.5.1.1 "Joint Venture (JV) means a legal entity formed to engage in and carry out a specific or limited-purpose business venture for joint profit. A JV must have a written and signed agreement; must do business under its own name; and must be identified as a JV in the System for Award Management (SAM). See 13 CFR 121.103(h) for further guidance on joint ventures.

L.5.1.2 "Formal Joint Venture" means a joint venture that has been formed as a separate legal entity, based upon a written legal agreement between all partners and will perform the contractual effort with its own separate employees (i.e., is populated) or with each of the individual entities' own separate employees (i.e., is unpopulated).

L.5.1.3 "Major Subcontractor", for the purpose of the Lot 1 cost/price volume, indicates any subcontractor whose share of the Total Proposed Price is greater than \$10,000,000.

L.5.2 Section II - Content of Cost/Price - Volume IV

- Cover Sheet/Title Page
- Changes Page
- Table of Contents with lists of Tables and Figures
- Factor 4 – Cost/Price
- Glossary of Abbreviations and Acronyms
- Appendix A: Reserved
- Appendix B: Copy of Section G, NCRC EPOS Rates Guide
- Appendix C: Copy of Section B, Sample Charleston Site Services Model Task Order
- Appendix D: Copy of Section B, NITC Task Order 0001
- Appendix E: Progress Payment Provisions
- Appendix F: Modified SF 1408 Checklist(s) for Prime/Subcontractor(s)
- Appendix G: Defense Contract Audit Agency (DCAA) Points of Contact

L.5.3 Cover Sheet/Title Page

A Cost/Price Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Full-and-Open Lot 1); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume IV, Revision 1 – Cost/Price); Offeror's Name; and, Offeror's address.

L.5.4 Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.5.5 Table of Contents with lists of Tables and Figures

The Cost/Price Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Cost/Price Volume. The Cost/Price Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.5.6 Section 1 - General Instructions

L.5.6.1 Information that is provided but determined to be insufficient to adequately evaluate the Offeror's proposed cost may result in an adverse assessment of an Offeror's proposal and reduce or eliminate its chance of being selected for award. In the event that insufficient information is received, the Government may utilize comparable cost information from other sources for purposes of completing its evaluation. Under these circumstances, the Offeror bears full responsibility for any adverse evaluation impact which may result from its failure to furnish cost information required by the solicitation.

L.5.6.2 All Cost/Price information shall be confined to the appropriate volume. Except for Section **L.4** (Small Business Participation Commitment Document) and **L.6** (Administrative Information), pricing information shall not be included in any volume other than the Cost/Price Volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

L.5.6.3 The Cost/Price Volume shall consist of both PDF and MS Excel files and shall be compatible with Microsoft Office 2013. The volume shall include an Excel model showing computation of the buildup of total proposed costs by cost element, in both total and by contract line item number (CLIN), except those CLINs designated as Not Separately Priced (NSP). All MS Excel files must be editable and executable by the Government evaluators, clearly showing the calculations and formulas used in each cell. There shall be no hidden formulas or protected cells. Spreadsheets shall show the formulas used to calculate the rates/factors for each entry and shall not be included as an un-executable, un-editable or flat file such as an embedded picture (Enhanced Metafile). Mathematical explanations shall be provided for any embedded macro/extended formula utilized, clearly describing the functioning of the macro or extended formula. All information relating to pricing must be included in this section of the proposal and defined as pricing data. This volume shall stand alone in supporting the Offeror's approach to reasonableness and completeness of the overall price for this effort.

L.5.6.4 Files shall not contain classified information. Files shall not be password protected and all cell formulas and cell references shall be intact, and the worksheet shall be unprotected, not locked.

L.5.6.5 Offerors shall not submit unstructured "flat files" where calculations are not supported by rate tables or formulas.

L.5.6.6 It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the Offeror is not required to provide certified cost/pricing data with its proposal. If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1, the Offeror shall provide certified cost/pricing data if requested by the Contracting Officer.

L.5.6.7 Offerors shall avoid presenting unbalanced pricing information. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more cost elements is significantly overstated or understated. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The Offeror shall include a statement acknowledging their understanding of unbalanced pricing and provide a basis if such pricing exists in the proposal.

L.5.6.8 All dollar amounts provided at the CLIN level shall be rounded to the nearest dollar and shall reflect United States currency.

L.5.6.9 Cost Decrements: In the event the proposed pricing reflects any form of cost decrement to an established value such as a FPRA or historical actuals (to include cost discounting, expected negotiation decreases, corporate investment, or management challenges), the offeror shall identify and describe such decrements in the proposal. Where cost decrements are proposed, identify the nature, amount, and basis for the decrement, and any accounting treatment implications. Also, provide supporting data to substantiate how the decrement will be achieved.

In addition to the information requested above, the Government reserves the right to request additional or more detailed information to support its evaluation of cost reasonableness and realism.

L.5.7 Acceptable Accounting System

L.5.7.1 Contractors receiving cost-reimbursement or incentive type contracts, time & material, or fixed price contracts that include provisions for progress payments based on costs shall maintain an accounting system and related internal controls throughout contract performance which provide reasonable assurance that the (1) applicable laws and regulations are complied with; (2) the accounting system and cost data are reliable; (3) risk of misallocations and mischarges are minimized; and (4) contract allocations and charges are consistent with invoice procedures. See DFARS Subpart 242.75--Contractor Accounting Systems and Related Controls. Also see FAR 9.105-1(b)(2)(B).

L.5.7.2 The Offeror shall submit a copy of the most recent DCAA or DCMA review letter regarding the status of their accounting system. If the Offeror's accounting system was disapproved or deemed to be not adequate, the Offeror shall identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the Offeror's accounting system has never been audited by their cognizant federal audit agency, the Offeror shall so state.

L.5.7.3 If the Prime or Major Subcontractor does not have an approved accounting system, the Offeror shall complete SF1408 - Pre-award Survey of Prospective Contractor Accounting System Checklist (see **Section J, Attachment 42** entitled **NCRC EPOS DCMA Standard Form (SF) 1408**) and return the documentation as part of the Cost/Price Volume of the proposal.

L.5.8 Factor 4 – Cost/Price

L.5.8.1 Lot 1 IDIQ Contract Instructions and NCRC EPOS Rate Guide

L.5.8.1.1 The Prime Offeror shall prepare and submit a current, accurate and complete NCRC EPOS Rate Guide that will be incorporated at Section J of the NCRC EPOS MATOC for the entire ten year ordering period of the IDIQ contract. The NCRC EPOS Rate Guide document in contractor format shall comply with Cover Sheet/Title Page guidelines; Table of Contents Guidelines; and Document Format Requirements. All pages shall be marked: "SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104" in the footer. Additional data use restrictions shall be located in the header/footer area of each page where applicable. The NCRC EPOS Rate Guide shall contain a comprehensive description of all direct, indirect, and fully burdened rates (exclusive of profit/fee) for each labor category and NCRC location (to include Orlando (FL), Ft. Walton Beach (FL), Charleston (SC), and Patuxent River (MD), and "offsite" locations, as applicable) proposed by the Prime Offeror for each year of contract performance. There is no page count limit for the NCRC EPOS Rate Guide. The NCRC EPOS Rate Guide shall only include rates for the Prime Offeror. As stated above and throughout this solicitation, the rates contained in the NCRC EPOS Rate Guide are to exclude profit/fee. However, while not part of the NCRC Rate Guide, profit/fee are to be proposed for applicable CLINs for each of the orders contained as part of this solicitation, and each subsequent order, as applicable.

L.5.8.1.2 For Lot 1, the NITC and Sample CHS Site Services Model Task Order shall be priced using the fully burdened (exclusive of profit/fee) rates stated within the NCRC EPOS Rate Guide, and all Prime Offeror's labor categories included within those task orders must match the fully burdened (exclusive of profit/fee) rates stated within the NCRC EPOS Rate Guide for those categories.

L.5.8.1.3 The fully burdened (exclusive of profit/fee) proposed ceiling rates and labor categories shall be used as Not to Exceed rates for any work under the contract (i.e. CPFF, Cost, FFP efforts) for the base year and all Option Years by the Prime Offeror. The Prime Offeror shall certify their agreement that this NCRC EPOS Rate Guide encompasses the full range of rates required for the scope of the program as identified by the Government. The Offeror shall propose all direct labor rates, all indirect rates, and all FCCM factors (if proposed). While the NCRC EPOS Rate Guide is to include direct, indirect, and fully burdened (exclusive of profit/fee) rates, it is the fully burdened (exclusive of profit/fee) rates that are to serve as "not-to-exceed rates". The rates contained in the NCRC EPOS Rate Guide will be based on the Offeror's fiscal year and shall cover the entire maximum ten year ordering period. If there are inconsistencies between this NCRC EPOS Rate Guide and the supporting cost and pricing data, the rates in the NCRC EPOS Rate Guide will prevail.

L.5.8.2 Direct Labor Rate

The Offeror (and each subcontractor/team member where proposed costs are \$10 million or more) shall provide the information described below for proposed direct labor rates for the labor categories proposed in the NCRC EPOS Rate Guide. The level of detail and clarity of the information provided will have a direct reflection on the evaluator's ability to adequately understand and assess the Offeror's proposal. Labor rates shall be proposed for on-site (Government-site) and off-site (contractor site) locations.

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- Basis of Estimate: The Offeror shall specify the basis of estimated direct labor rates for the labor categories it is proposed to perform. The Offeror shall provide sufficient information for the Government to fully understand how the rates proposed were compiled. The rates proposed shall be according to the offeror's fiscal year and on a 40 hour work week.
 - (a) The assumptions made in developing the cost estimate;
 - (b) The rationale for the assumptions and impacts of the assumptions;
 - (c) The rationale employed for development of the rates. In other words, how were the rates developed? Did the build-up of rates consider a particular index or other information – if so why?;
 - (d) Identification and relevance of any labor/wage surveys or indices used; and
 - (e) The basis of any conclusions (and convincing information to support such conclusions/assertions) that the labor rates proposed are sufficient to attract and retain the caliber of personnel required to successfully satisfy the NCRC EPOS requirements. Include reference to the experience and education delineated in the solicitation labor category definitions.
- Provide rate build-up information for all proposed direct labor rates. If derivative rates/factors were utilized in the development of rates, discuss how they were developed and applied.
- Disclose whether the rates are based on a Forward Pricing Rate Agreement (FPRA) or a Forward Pricing Rate Recommendation (FPRR). If not, identify what the rates are based on and if the rates have been audited by DCAA. If the rates are not based upon a FPRR or FPRA, then Offerors shall submit the most recent actual average rate for each and every proposed category. Offerors shall submit the actual average rate, as of the end of each of the last two completed fiscal years, for each and every proposed category.
- Identify the escalation applied to direct labor rates throughout the ordering period and discuss the basis for the selected escalation factor(s). Describe the method by which the escalation factor(s) were applied to proposed labor rates. Offerors are advised that failure to escalate direct labor rates may be determined unrealistic and deemed a significant proposal risk.
- Discuss any proposed direct labor rates that may appear significantly higher or lower than the normal industry compensation for the same or similar categories of labor, identifying what incentive(s) the Offeror will provide to ensure sufficiently qualified personnel are obtained and retained. If a proposed rate is substantially less than the corresponding historical rate, the Offeror (and/or subcontractor) shall provide narrative to explain the underlying reason(s) for the reduced rate.
- Ensure that the rates proposed for any labor category that may be subject to the Service Contract Act (SCA) comply with the minimums specified by the applicable Department of Labor (DoL) Wage Determination.

L.5.8.3 Indirect Rates

The Offeror (and each major subcontractor/team member where proposed costs are \$10 million or more) shall provide the following information on each and every proposed indirect rate applied to direct labor, travel, and Material, other direct costs. For example, the Offeror shall propose and define its material handling overhead, subcontractor handling overhead, interdivisional rates and any other indirect rates for each year within the Pricing Workbook. The rates proposed shall be according to the offeror's fiscal year. The Offeror shall clearly explain the basis and application of the proposed rates, as well as discuss the basis for any changes in rates from year-to-year or between on-site and off-site locations.

- Disclose whether the rates are based on a FPRA or FPRR. If so, include a copy of the agreement or recommendation in your proposal.

- State whether the Offeror is subject to CASB Disclosure Statement and/or whether CAS Compliance is required. If exempt, state why. For CAS covered contracts, include a copy of the Offeror's most recent approved Disclosure Statement. The Offeror shall disclose any CAS violations and the status of the violation review/remediation. Offerors that do not have an approved purchasing system must comply with 52.244-2, Subcontracts.
- Offerors who do not have a current Government-approved direct and/or indirect Forward Pricing Rate Agreement (FPRA) or only have provisional billing rates must provide:
 - (a) Detailed historical background data indicating all of the cost elements proposed against this effort included in the applicable pool and a statement that such treatment is in accordance with the company's established accounting practice. Offeror shall identify the start and end of their fiscal year and the allocation/application base for each rate to be proposed. The Offeror shall state whether or not the prior years' actuals have been audited by DCAA.
 - (b) Offeror shall submit a narrative statement outlining the Offeror's policies and practices for accumulating overhead costs and the method used to compute the proposed rate or rates. The Offeror shall submit the actual rates for the last two completed fiscal years with an explanation of the pool and the base for each rate.
 - (c) The Offeror shall submit forecasted rates in accordance with the cost/price proposal workbook, covering the base year and all Option Years.
 - (d) Offeror shall submit base, pool, and calculated actual rates for the last two (2) fiscal years and current fiscal year to date. If labor is the allocation base for indirect costs, the labor cost shall be summarized in order for the application of indirect rates to be easily understood.
 - (e) Offerors shall provide a list of all expenses segregated by Overhead, G&A payroll, etc. along with the associated supporting documentation. Costs shall be summarized in order that the application of the indirect rate can be easily understood. Offerors shall also provide a list of their unallowable expenses. Indirect expense rates shall be proposed in the same manner as direct labor rates, i.e., by contract year with the methodology used to derive any composite rates proposed.

L.5.8.4 Facilities Capital Cost of Money (FCCM)

When the Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

L.5.8.5 Compensation Plan

Offerors shall submit a single, comprehensive Total Compensation Plan, in PDF and/or Excel format, setting forth base salaries separated by fringe benefits proposed for the professional employees who will work under the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-46. The Total Compensation Plan shall include details regarding the prime contractor, major subcontractors, and joint venture partners as applicable.

The Offeror shall describe the methodology to be employed by the Offeror to recruit, retain, and develop personnel with the requisite knowledge, skills, education, experience and clearances to ensure successful accomplishment of the PWS and individual delivery/task order requirements. At a minimum, the plan shall address:

- (a) How lessons learned will be incorporated to improve recruitment and retention practices;
- (b) Current recruitment and hiring practices;

- (c) Process and procedures for addressing performance issues;
- (d) Process for ensuring individuals are trained properly to perform delivery/task order requirements;
- (e) Process for ensuring continuity of quality services during personnel absences due to leave, terminations, and resignations such that impact to the Government is minimal and vacancies do not exceed 15 calendar days, and any other processes or business practices to ensure a stable workforce over the life of the contract.

Offerors shall provide the assumptions used in developing the Total Compensation Plan and explain the market research and indicators used to validate these assumptions in developing its Total Compensation Plan. The Offeror shall provide sufficient information to enable the Government to evaluate that the plan reflects a sound management approach and understanding of the contract requirements.

Offerors shall identify if the individual Labor Categories are Exempt or Non-Exempt from Service Contract Labor Standards. Offerors must self-certify exemption status and provide rationale of that status.

L.5.8.6 Lot 1 Task Order Cost/Price Requirements

L.5.8.6.1 The Total Evaluated Price (TEP) is the sum of all Section B priced CLINs for the **NITC Task Order 0001** and **Sample Charleston Site Services Model Task Order**, adjusted for cost realism as applicable. The TEP will not include CLINs that are identified as NSP, TBD, or N/A.

L.5.8.6.2 Factor 4 - Cost/Price requires Offerors to describe the basis of estimates (BOEs) and include cost or pricing data for NCRC EPOS requirements under the **NITC Model Task Order** and **Sample Charleston Site Services Model Task Order** as incorporated in Section J at **Attachment 6** and **Attachment 12** respectively. To address the requirements for the **Sample Charleston Site Services Model Task Order**, an NCRC **Sample Range Event Schedule** in Section J at **Attachment 16** is provided.

L.5.8.6.3 The Cost/Price Volume shall describe all relevant material facts and their effect on the Offeror's cost/price; in a manner that is accurate, complete and clearly demonstrates its relationship to performance of the NCRC EPOS requirements; which, a prudent buyer and seller would reasonably expect to affect negotiations. Proposal Submittals shall be in accordance with (IAW) the general guidance in Table 15-2 of FAR 15.408. Offerors shall prepare and submit a Cost/Price Volume containing the following information.

L.5.8.6.4 Cost information submitted shall be for the Offeror and each proposed major and non-major subcontractor/team member, unless otherwise indicated. Each major subcontractor in excess of \$10 million shall submit cost/pricing at the same level of detail as the Offeror. If at any time during the cost/price evaluation the Offeror is required to submit "Cost and Pricing Data" whether certified or not, then all subcontractors with a proposed price in excess of \$10 million shall also submit "Cost and Pricing Data" at the same level of detail as required by the Offeror.

L.5.8.6.5 All Offerors shall conduct cost or price analysis to establish the reasonableness of any proposed subcontract pricing in accordance with FAR 15.404-3(b) that meets or exceeds the \$10 million threshold. The Offeror shall include the results of these subcontract analyses in their prime proposal.

Note: If the proposal is submitted by a Joint Venture, then the Offeror is required to submit a completed DCMA Form 1620 – Guaranty Agreement as part of the Cost/Price Volume.

L.5.8.6.6 Detailed subcontractor/team member cost information containing proprietary rates and factors for individual cost elements may be submitted directly to the Government. However, if a subcontractor chooses to submit their cost/pricing proposal separate from the prime, the subcontractor must still meet the submission deadlines outlined in this solicitation. The submission of proposal information to the Government direct from the

subcontractor does not exempt the Offeror from completing and submitting their cost or price analysis for each subcontractor over the \$10 million threshold.

L.5.8.6.7 The Offeror shall provide an explanation if any element described in the Cost/Price Volume submission instructions is not applicable to the proposal submitted.

L.5.8.6.8 This section sets the stage for the Cost/Price proposal submission for the NITC Task Order 0001 and sample Charleston Site Services Model Task Orders contained within Lot 1. The Offeror must include information to provide the evaluator a clear understanding of the Cost/Price proposal. Include the basis for proposed costs and any assumptions made in the development of the cost approach. Include the proposed contractor team and cost proposal submission, to include a list of:

- All prime, subcontractors/team members;
- All prime, subcontractors/team members CAGE Codes and DUNS Numbers;
- Place(s) of performance; and,
- Contractor Fiscal Year (e.g. Jan through Dec or Oct through Sep, etc.).

L.5.8.6.9 The Offeror shall provide a schedule of all proposed subcontracts and interdivisional work orders or inter/intra-company transfers of cost. As a minimum, the schedule shall contain the following seven columns (with explanatory footnotes):

- (a) Company Name (footnote[s] to the schedule will contain DCMA ACO and DCAA supervisory auditor POC info [name, telephone number and email address])
- (b) City and State
- (c) Subcontract Price/Estimated Amount (explanatory footnote if the work is proposed to be done by another division of your company or another subsidiary of your global parent corporation)
- (d) Type (FFP, T&M, Cost, etc.)
- (e) Competitive or Non-competitive ([1] if competitive, include footnote[s] to schedule with competitor info [as a minimum, name, city/state and amount], most recent analysis/negotiation document and basis for selection or [2] provide your cost or price analysis of all that are classified as Non-competitive)
- (f) Period of Performance (beginning mo/yr and ending mo/yr)
- (g) Applicable CLINs (with footnote[s] to identify the subcontracted work scope and the WBS paragraphs)

L.5.8.6.10 For non-competitive subcontracts or inter/intra-company work orders or cost transfers with a price/value of \$10 million, or more, the subcontractor shall provide a breakdown of the subcontract proposal that is sufficiently adequate for the Government reviewer to understand the proposal submitted. The subcontractor proposal shall be submitted in the same level of detail as the prime proposal, to include labor build-up, indirect rate information and material/ODCs compositions.

L.5.8.6.11 The Offeror shall provide a cost breakdown for each cost-type CLIN proposed for the task orders contained within Lot 1, to be submitted as an Excel file (editable and executable with formulas for all subtotals and totals) including all labor hours; prime and all subcontractors. The format and content shall be in accordance with the instructions in FAR Table 15-2 (located at the end of FAR 15.408). If there are subcontractors, the subcontractors' costs must be traceable to the Offeror's proposal (by CLIN, by WBS, by year and by labor category). The hours in that file shall be stratified by CLIN, by WBS, by year, by labor category and by company name. Since adequate competition is anticipated, the Offeror is not required to certify the data or provide updates (unless subsequently required by the Contracting Officer).

L.5.8.6.12 A cost breakdown (as described above) is also required for any/all cost reimbursable subcontracts. The subcontract proposals shall be submitted with the prime proposal unless the subcontractor considers some of the data to be company proprietary and objects to providing all of the details to the prime Contractor. If not provided with the Offeror's submission, the detailed proposal shall be submitted directly to the Contracting Officer (to be received no later than the prime proposal due date).

L.5.8.6.13 If a cost reimbursable subcontract is planned to be awarded on a competitive basis, the Offeror shall provide the list of competitors, their quoted prices and the basis for selection of the successful subcontractor; including the results of any cost realism analysis that was performed. If a cost realism analysis of the subcontractor's proposal was not performed by the Offeror, the Offeror's proposal shall so state.

L.5.8.6.14 Uncompensated Overtime Information

The Offeror shall include supporting information per FAR 52.237-10 for the prime contractor and major subcontractors/team members.

L.5.8.6.15 Reserved

L.5.8.6.16 Joint Ventures and Subcontracting Limitations

The Offeror shall state whether the Prime contractor roles are a single prime contractor, or a formal joint venture (JV) for the **NITC Task Order 0001** and **Sample Charleston Site Services Model Task Orders**.

L.5.8.6.17 Joint Venture, Mentor-Protégé or Subsidiary

If applicable, the Offeror(s) shall disclose information pertaining to any proposed JV, mentor- protégé and/or subsidiary agreement. If a subsidiary or JV, then the Offeror shall provide information identifying all affiliates and provide a copy of the binding documentation (e.g. Contract, Agreement, Evidence) validating the legally binding business relationship. A properly executed legally binding Corporate Guaranty Agreement shall be provided. If no Corporate Guaranty Agreement exists, then a digital copy of DCMA Form 1620, provided in Section J, shall be completed and submitted.

L.5.8.6.18 Corporate Guaranty or Subordination Agreement

L.5.8.6.18.1 A selected awardee shall, upon request, provide prior to award a signed and approved **DCMA Form 1620 Guaranty Agreement for Corporate Guarantor** provided at **Section J, Attachment 39**, or **Subordination Agreement (DCMA Form 1619)** provided at **Section J, Attachment 40**.

L.5.8.6.18.2 If any successful Offeror is a subsidiary or a closely-held corporation, a guaranty agreement (DCMA Form 1620 or equivalent) may be required by the Contracting Officer prior to contract award. If a guaranty agreement is required and it is a corporate guaranty from a company that does not file with the Security Exchange Commission (SEC), financial statements (with notes) for the last two completed fiscal years (and current year-to-date statements) shall be submitted with the executed guaranty agreement. If the agreement is a personal guaranty, federal tax returns for the past three tax years and a current personal balance sheet shall be submitted with the executed guaranty agreement. After review of the submitted financial statements/tax returns, additional financial information may be required at the discretion of the Contracting Officer.

L.5.8.6.18.3 If the Contracting Officer requires submission of a guaranty agreement, the guarantor's financial condition shall be evaluated in accordance with AAC-ORL's standard procedure for financial analyses. The financial analysis will give the greatest weight to: company growth/stability, profitability, balance sheet strength, cash flow from operations and documented sources of commercial credit.

L.5.8.6.19 Subcontractor Costs

Subcontractors can submit any proprietary cost information in a separate sealed package to either the prime contractor or directly to the Government. Additionally, the Offeror shall submit the following information for all subcontractor's over the previously discussed \$10 million threshold:

- (a) A description of the items to be furnished by the subcontractor;
- (b) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained;
- (c) The proposed subcontract price, the Offeror's cost or price analysis thereof in accordance with FAR 15-404-3(b), and performance/delivery schedule, and;
- (d) Identification of the type of subcontract to be used (FFP, CPFF, etc.).
- (e) Subcontractor costs shall be delineated by cost element (labor, indirect, material, etc.) and CLIN.
- (f) Subcontractor pass through costs. In this section, the Offeror shall identify its pass-through rate to be applied to all subcontract effort in Task/Delivery Orders placed under the resultant contract. The Offeror shall further disclose the specific elements/factors that form the basis for the proposed pass-through rate. For the purpose of this solicitation and resultant contract performance, "pass through charges" refers to charges to the Government by the prime contractor that is for indirect costs and/or profit on labor work performed by a subcontractor/team member (other than charges for the direct costs of managing subcontracts and applicable indirect costs and profit based on such costs).

Note: The Government recognizes the necessity for prime contractors to recoup costs associated with the indirect processing, oversight and management of subcontract efforts; however, such charges must provide added value (i.e., benefit) to the Government and must not be excessive. For this acquisition, an excessive pass-through charge is defined as a charge that exceeds more than a single-digit percentage of total subcontract value. In this section, the Offeror shall identify its pass-through rate to be applied to all subcontract effort in task orders issued under the resultant contract. The Offeror shall further disclose the specific elements/factors that form the basis for the proposed pass-through rate. An Offeror's proposal of a pass-through rate exceeding single digits may be deemed unreasonable.

L.5.8.6.20 Travel and Other Direct Costs (ODC)

The Offeror and each subcontractor/team member shall provide information on proposed travel and Other Direct Cost (ODC) costs. The costs proposed shall be on a contract year basis. The Offeror shall clearly explain the basis and application of the proposed costs, as well as discuss the basis for any changes in costs from year-to-year or between on-site and off-site locations.

L.5.8.6.21 Profit/Fee

For CPFF effort, identify the overall fixed fee proposed, both as a percentage of the total cost and expressed in monetary terms and discuss the basis thereof. Discuss how the proposed fixed fee or fixed fee rate was applied to labor category rates, and how profit/fee is allocated to subcontractor/team member costs/rates. Profit/Fee cannot be applied to travel costs.

L.5.8.6.22 Facilities Capital Cost of Money (FCCM)

When the Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

L.5.8.6.23 NCRC EPOS Lot 1 Proposal Cost/Price Workbook

Each prime and major subcontractor/team member shall submit with their proposal an **NCRC EPOS Lot 1 Proposal Cost/Price Workbook** (see **Section J, Attachment 37**), as discussed below.

(a) A “Changes” tab has been added to Attachment 37 to help offerors identify the various updates the Government has made to Attachment 37. This Changes tab is provided solely for the convenience of the offeror. The following Tabs are found in the Proposal Cost/Price Workbook, and shall be filled out by the offeror, as applicable.

i. Tab 1 Instructions: This Tab outlines how each of the remaining tabs within the Cost/Price Workbook is to be filled out.

ii. Tab 2 Labor Trace Matrix: This Tab shall be populated with the labor categories deemed equivalent by the Offeror to the descriptions provided. If a particular category is subject to a Wage Determination, then the equivalent category should be provided. If the Offeror chooses to add categories in addition to those provided, a substantiation for the additional category should also be included in this tab.

iii. NITC Task Order 0001: This Tab shall be used to input the unit prices and total amounts proposed for each CLIN for the NITC Task Order. All Prime Offeror’s fully burdened (~~exclusive of profit/fee~~) labor rates proposed within NITC Task Order 0001 shall match the rates proposed within the NCRC EPOS Rate Guide and cannot deviate. Profit/fee is to be proposed at the CLIN level, as applicable.

iv. Sample Charleston Site Services Model Task Order: This Tab shall be used to input the unit prices and total amounts proposed for each CLIN for the Charleston Site. All Prime Offeror’s fully burdened (~~exclusive of profit/fee~~) labor rates proposed within Sample Charleston Site Services Model Task Order shall match the rates proposed within the NCRC EPOS Rate Guide and cannot deviate. Profit/fee is to be proposed at the CLIN level, as applicable. “Plug values” are applicable to select CLINs for the Model CHS Site Services Task Order. **These plug values are to be populated by the Prime Offeror only.** Prime offerors shall propose these values and cannot deviate by proposing more or less for these CLINs. The applicable CLINs and plug values are as follows:

CLINs 0005 and 1005:	\$500,000.00
CLINs 0010, 1010, 0011, 1011, and 2005:	\$250,000.00
CLINs 2009 and 2010:	\$125,000.00

L.5.9 Glossary of Abbreviations and Acronyms

The Cost/Price Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.5.10 Appendix A: Reserved

L.5.11 Appendix B: Section B, NCRC EPOS Rates Guide

Offeror shall submit a complete schedule containing labor rates for the base ordering period and all Option ordering periods under the NCRC EPOS MATOC in accordance with L.5.8.1. ~~Fully burdened labor rates with fee/profit shall be provided on a Cost-Plus-Fixed-Fee and Firm-Fixed-Price basis.~~ Rates shall cover all NCRC locations to include Orlando (FL), Ft. Walton Beach (FL), Charleston (SC), and Patuxent River (MD).

L.5.12 Appendix C: Copy of Schedule B, Sample Charleston Site Services Model Task Order

Offerors shall fill-in the line item pricing at Schedule B of the **Sample Charleston Site Services Model Task Order** to include all options and submit as Appendix C to the Cost/Price Volume. The Offeror shall provide an estimated cost and fixed fee for all CPFF CLINs in Schedule B. The proposal shall provide an estimated cost with no fee for all Cost CLINs identified in Schedule B.

L.5.13 Appendix D: Copy of Schedule B, NITC Task Order 0001

Offerors shall fill-in the line item pricing at Schedule B of the **NITC Task Order 0001** to include all options and submit as Appendix D to the Cost/Price Volume. The Offeror shall provide an estimated cost and fixed fee for all CPFF CLINs in Schedule B. The proposal shall provide an estimated cost with no fee for all Cost CLINs identified in Schedule B.

L.5.14 Appendix E: Progress Payment Provisions

For all major subcontracts that are cost reimbursable, incentive type, time & material, or fixed price with progress payment provisions (but only where the Prime contract contains progress payment provisions), the Offeror shall submit the following:

- (1) A list of all proposed subcontracts. The list shall include the company name and their address. The list shall also indicate the "type" (T&M, Cost, etc.) for each listed subcontract.
- (2) The list shall also include subcontractor contact information (name, telephone number and email address) for their cognizant DCMA ACO and cognizant DCAA supervisory auditor. If the subcontractor is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror shall identify the subcontractor's cognizant federal audit agency or agencies (and include the individual contact information)
- (3) A copy of each subcontractor's most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the subcontractor has a more current DCAA audit report commenting on the status of their accounting system, a copy of that [report shall report shall](#) also be submitted. If a subcontractor's accounting system is disapproved or not adequate, the Offeror shall identify all deficiencies along with steps taken, or required to be taken, to correct the deficiencies and a timeline to include audit by the cognizant federal audit agency after corrective action has been implemented. If a subcontractor's accounting system has never been audited by its cognizant federal audit agency, the Offeror shall so state and the Offeror shall provide the results of its review of the subcontractor's accounting system (Standard Form 1408, or equivalent).
- (4) The Offeror's subcontractors may provide their information directly to the Government POCs listed in paragraphs L.1.6. Please note that failure of an Offeror or Offeror's subcontractor to submit proposal information in accordance with the date and time deadlines and the manner specified in the solicitation may result in the Offeror's entire proposal being found to be non-compliant or late.

L.5.15 Appendix F: Modified SF 1408 Checklist(s) for Prime/Major Subcontractor(s)

If the Offeror does not have an approved accounting system, as specified in L.5.7, the Offeror shall complete the SF1408- Pre-award Survey of Prospective Contractor Accounting System Checklist, below, and return the documentation as part of Cost/Price Volume of the proposal. An NCRC EPOS DCMA Standard Form (SF) 1408 is enclosed in **Section J at Attachment 42**. Instructions:

1. Please refer to the instructions for filling out this form provided at the bottom of this document.
2. Mark "X" in the appropriate column.
3. On Page 2 provide a narrative describing how the current accounting system supports your response to each item.

		Yes	No	N/A	Note
1.	<u>Is the accounting system in accord with generally accepted accounting principles?</u>				1
2.	ACCOUNTING SYSTEM PROVIDES FOR:				
	a. <u>Proper segregation of direct costs from indirect costs.</u>				2
	b. <u>Identification and accumulation of direct costs by contract.</u>				3

		Yes	No	N/A	Note
	c. <u>A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (A contract is final cost objective)</u>				4
	d. <u>Accumulation of costs under general ledger control.</u>				5
	e. <u>A timekeeping system that identifies employees' labor by intermediate or final cost objectives.</u>				6
	f. <u>A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.</u>				7
	g. <u>Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.</u>				8
	h. <u>Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions.</u>				9
	i. <u>Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.</u>				10
	j. <u>Segregation of preproduction costs from production costs</u>				11
3.	Accounting system provides financial information:				
	a. <u>Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16).</u>				12
	b. <u>Required to support requests for progress payments.</u>				13
4.	Is the accounting system designated, and are the records maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions?				14
5.	Is the accounting system currently in full operation? (If not, describe in Page 2 narrative which portions are (1) in operation, (2) set up, but not yet in operation, (3) anticipated, or (4) nonexistent.) Do you currently have existing contracts with the U.S. Government?				15

Instruction: Use this section to explain how the current accounting system supports your response to each item. If a response is N/A provide further explanation. Use as much space as needed. Provide references to current policies and procedures if applicable.

Note	Narrative
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L.5.15.1 For those subcontractors required to have an adequate or approved accounting system, the Offeror's Cost/Price Volume shall contain either:

- (1) A copy of the DCMA and/or DCAA documentation clearly stating the subcontractor's accounting system is adequate or approved, or
- (2) A copy of the subcontractor's completed Modified SF 1408 Checklist with the documented results of the Offeror's evaluation of the subcontractor's accounting system.

L.5.15.2 If the most recent DCMA and/or DCAA documentation shows the subcontractor's accounting system is not adequate, the subcontractor shall provide its planned corrective action with a timeline.

L.5.15.3 In the event a subcontractor will not provide the required documentation to the Prime Offeror, it shall be the subcontractor's responsibility to submit the documents to the Government no later than the proposal submission deadline identified in paragraph **L.1.4**. The subcontractor shall comply with all instructions contained herein for submission. If required documents submitted by subcontractors are late, the Offeror's proposal may be considered late. The Offeror shall notify the Government of subcontractors electing to submit information related to the subcontractor's accounting system adequacy directly to the Government.

L.5.16 Appendix G: Defense Contract Audit Agency (DCAA) Points of Contact

The Offeror and their proposed major subcontractors shall submit contact information (name, telephone number and email address) for their cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) and cognizant Defense Contract Audit Agency (DCAA) supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror shall identify its cognizant federal agency or agencies (and include the individual contact information).

L.6 ADMINISTRATIVE INFORMATION – VOLUME V

In order for an Offeror to be eligible for an award, their proposal shall be in compliance with the terms and conditions set forth in NCRC EPOS solicitation W900KK-20-R-0011. Alternate proposals are not permitted and the solicitation shall not be altered. If an Offeror proposes assumptions, or conditions that conflict with the terms, conditions, and requirements set forth in the solicitation the Offeror's proposal shall be considered non-responsive and eliminated from further consideration for award at the sole discretion of the Contracting Officer.

L.6.1 General Instructions

L.6.1.1 Pre-existing standalone documents submitted in the Administrative Information Volume shall retain their original page numbers. All pages of each individual document created in response to the solicitation that are more than one page shall be numbered sequentially in accordance with **L.1.20.2**.

L.6.1.2 Requirements to place the company name, date and solicitation number (W900KK-20-R-0011) in the header and/or footer of each page does not apply to documents on company letterhead and pre-existing standalone documentation submitted in the Administrative Information Volume.

L.6.2 Content of Administrative Information Volume

The Administrative Information Volume is a compilation of documents that stand on their own. The general outline described below provides a structured description of how the submittal would be organized for a paper copy bound within a single volume. However, there is no requirement for submission of a paper copy. If alphabetized naming conventions with underscores are applied as suggested, documents should appear in the order listed; facilitating an

organization that mirrors the order in which each item appears in these submission instructions. As a tool, the naming conventions serve to aid conducting an inventory to ensure all required documents are accounted for. Furthermore, appending the document name with a date is a useful labeling scheme for spotting the submission of documents containing changes in the event resubmission is necessary due to a proposal modification, or proposal revision. The directions are not intended to imply the entire digital volume should consist of a single PDF document.

- A_Transmittal_Letter
- B_Cover_Sheet_Title_Page
- C_Changes_Page
- D_Reserved
- E_Original_Equipment_Manufacturer_Non-Original_Equipment_Manufacturer_Declaration
- F_Solicitation_W900KK-20-R-0011
- G_Solicitation_W900KK-20-R-0011-0001_NITC
- H_Organizational_Conflict_of_Interest_Mitigation_Plan
- I_Small_Business_Subcontracting_Plan
- J_Property_Management_System_Plan
- K_Reserved
- L_Agreements_Pursuant_With_FAR_9.505-4

L.6.3 A_Transmittal Letter

L.6.3.1 The transmittal letter shall include information required at FAR 52.215-1(c)(2).

L.6.3.2 The Offeror shall include a contact list (with phone numbers, fax numbers, mailing addresses, e-mail addresses, etc.) of all key proposal preparation personnel. Specifically, the contact list shall provide the company/division point of contact regarding decisions made with respect to the Offeror's proposal and who can obligate the Offeror's company contractually.

L.6.3.3 The contact list shall also identify a primary and one backup point of contact for all correspondence (such as setting up briefing times, coordinating Evaluation Notice [EN] deliveries, if any, etc.). In addition, the contact list shall indicate the person to contact in the event the Offeror is awarded a contract (provide, at a minimum, contact's title, phone number, and e-mail address); typically the person to notify in the event of award is a senior professional of the corporation.

L.6.4 B_Cover Sheet/Title Page

An Administrative Information Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Full-and-Open Lot 1); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume V, Revision 1 – Administrative Information); Offeror's Name; and, Offeror's address.

L.6.5 C_Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.6.6 D_Reserved

L.6.7 E_Original Equipment Manufacturer/Non-Original Equipment Manufacturer Declaration

The Offeror (prime contractor, or joint venture partners), teaming arrangement partners, and subcontractors at all levels/tiers shall complete and submit the Original Equipment Manufacturer/Non-Original Equipment Manufacturer Declaration (**NCRC EPOS OEM or Non-OEM Declaration**) provided at **Section J, Attachment 38**. If changes occur over the life of the NCRC EPOS MATOC, declarations shall be made current and submitted to the Contracting Officer at no additional cost to the Government.

L.6.8 F_Solicitation W900KK-20-R-0011

L.6.8.1 Section A – Solicitation, Offer, and Award Standard Form 33 (SF 33, Items 12-18)

The Offeror's proposal shall include submission of the completed and signed copy of the Standard Form (SF) 33 located at Section A of solicitation W900KK-20-R-0011, and shall also include a signed copy of the SF 30 for each amendment. Block 12 of the SF 33 shall document proposal validity not less than 365 calendar days after the proposal submission date documented in Block 9 of the SF 33. Block 17 of the SF 33 requires an original or scanned signature executed by an official that is authorized to bind the contractor to perform the contract. The signed SF 33 shall be combined with other sections of the solicitation (Sections A-K) for submission as a single searchable Adobe.pdf. In conclusion, these submission instructions for Solicitation W900KK-20-R-0011 should lead a reader to conclude the Administrative Information – Volume V submission shall include a complete document (W900KK-20-0011, Section A – Section K).

L.6.8.2 Section B - Supplies or Services and Costs/Prices

With regard to proposal preparation and submission, there are no requirements for Offerors to complete any fill-in documentation at Section B of the solicitation. In addition, there are no requirements for Offerors to enter line item prices for any of the CLINs in Section B of solicitation W900KK-20-R-0011: all contract performance shall be accomplished through the placement of orders.

L.6.8.3 Section C - Description/Specs/Work Statement

With regard to proposal preparation and submission, there are no requirements for Offerors to complete any fill-in documentation at Section C of the solicitation.

L.6.8.4 Section D - Packaging and Marking

There are no requirements for Offerors to complete any fill-in documentation at Section D of the solicitation, whereas all deliveries or performance shall occur within individual delivery/task orders.

L.6.8.5 Section E - Inspection and Acceptance

There are no requirements for Offerors to complete any fill-in documentation at Section E of the solicitation, whereas Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or his/her duly authorized representative unless otherwise stated within individual Task/Delivery Orders.

L.6.8.6 Section F - Deliveries or Performance

There are no requirements for Offerors to complete any fill-in documentation at Section F of the solicitation, whereas all deliveries or performance shall occur within individual Task/Delivery Orders.

L.6.8.7 Section G - Contract Administrative Data

There are no requirements for Offerors to complete any fill-in documentation at Section G of the solicitation, whereas all deliveries or performance shall occur within individual Task/Delivery Orders. The Government shall ensure clauses at Section G are completed prior to contract award.

L.6.8.8 Section H - Special Contract Requirements

Not applicable. This Section is not used in solicitation W900KK-20-R-0011.

L.6.8.9 Section I - Contract Clauses

With regard to proposal preparation and submission, there are no requirements for Offerors to complete any fill-in documentation at Section I of the solicitation.

L.6.8.10 Section J – Exhibits/Attachments

L.6.8.10.1 At time of contract award, the Government will update the Contract Data Requirements List (CDRL) documents at Exhibit A through Exhibit C to reflect the contract number and to add other pertinent administrative information. The Government will also incorporate into Section J the Contracting Officer's Representative (COR) Appointment Letter, and if necessary an Alternate Contracting Officer's Representative (ACOR) Appointment Letter; the Offeror's Organizational Conflict of Interest (OCI) Mitigation Plan (paragraph L.6.10); Property Management System Plan (paragraph L.6.12); a Small Business Subcontracting Plan (paragraph L.6.11); the NCRC EPOS Rate Guide (paragraph L.5.11); and Small Business Participation Commitment document (paragraph L.4.7). These artifacts are to be provided as directed in the applicable solicitation paragraphs and shall not be included for a second time in this portion (paragraph L.6.8.10) of the Administrative volume. The purpose of this paragraph is simply to communicate the Government's intent to incorporate these various artifacts as attachments to the resultant contract.

L.6.8.11 Section K – Representations, Certifications and Other Statements of Offerors

The Offeror shall complete required Representations, Certifications, and other Statements of Offerors. Section K may be combined with other sections of the solicitation (Sections A-K) for submission as a single searchable Adobe.pdf file format.

L.6.9 G_W900KK-20-R-0011-0001 NITC Task Order

L.6.9.1 Section A – DD Form 1155

The Offeror's proposal submission shall include the completed Department of Defense (DD) Form 1155 with an original or scanned signature executed by an official that is authorized to bind the contractor to perform the Task Order.

L.6.9.2 Section B - Supplies or Services and Costs/Prices

The Offeror shall document CLIN pricing for each line item in Section B except those marked Not Separately Priced (NSP).

L.6.9.3 Section J – Exhibits/Attachments

The Government will also incorporate into Section J of the NITC task order the **NITC Government Rights in Technical Data (Attachment 10)** proposed in Appendix B of the offeror's technical volume. In this section of the proposal, offeror's shall complete and provide the appropriate sections of the **DD Form 254 and Continuation Sheet (Attachment 11)**. These artifacts are to be provided as directed in the applicable solicitation paragraphs and shall not be included for a second time in this portion (paragraph **L.6.9.3**) of the Administrative volume. The

purpose of this paragraph is simply to communicate the Government's intent to incorporate these various artifacts as attachments to the resultant contract, and to provide a location for offeror's to provide the completed DD Form 254.

L.6.10 H_Organizational Conflict of Interest Mitigation Plan

All Offeror's shall submit an Organizational Conflict of Interest Mitigation Plan in accordance requirements contained in solicitation W900KK-20-R-0011 for NCRC EPOS. Prior to award of contracts if the Government has questions regarding an apparent successful Offeror's Organizational Conflict of Interest Mitigation Plan, the communications and questions are not part of discussions as defined in FAR 15.306, Exchanges With Offerors After Receipt of Proposals.

L.6.11 I_Small Business Subcontracting Plan

L.6.11.1 Large Business Offerors shall provide a Small Business Subcontracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003, or DFARS 252.219-7004 if the Offeror has a Comprehensive Subcontracting Plan.

L.6.11.2 The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a Large Business and will be incorporated into any resultant contract. The Subcontracting Plan shall reflect and be consistent with the commitments stipulated in the Offeror's proposed Small Business Participation Commitment Document.

L.6.11.3 Prior to award, if the Government has questions regarding the potential awardee's Small Business Subcontracting Plan, the communications and questions are not part of discussions as defined in FAR 15.306, Exchanges With Offerors After Receipt of Proposals.

L.6.12 J_Property Management System Plan

In accordance with FAR 45.201(a), the Government will furnish property to contractors during performance under some, but not all of the Task Orders pursuant with FAR 45.201(b). Therefore, Offeror's shall submit with their proposal a Property Management System Plan. Prior to award, if the Government has questions regarding the potential awardee's Property Management System Plan, the communications and questions are not part of discussions as defined in FAR 15.306, Exchanges With Offerors After Receipt of Proposals.

L.6.13 K_Reserved

L.6.14 L_Agreements Pursuant With FAR 9.505-4

To facilitate the use of Non-Government Advisors during source selection as described at **L.1.15**, each Offeror, joint venture partners and subcontractors at all levels shall submit copies of the agreement required in accordance with FAR 9.505-4 with their proposal.

FULL-AND-OPEN LOT 1 ONLY – END

SMALL BUSINESS SET-ASIDE LOT 2 ONLY – BEGIN

Offerors are advised that prime contractor/joint venture proposals shall be accepted only from small businesses. Such Offerors shall be responsible for submitting complete proposal packages containing all components of the proposal inclusive of any team member or subcontractor proposal information.

L.7 PAST PERFORMANCE - VOLUME I (FACTOR 1)

The Past Performance Volume shall be specific and complete. Legibility, clarity and coherence are critically important for a timely selection process. Offerors shall prepare and submit a Past Performance Volume containing no more than the number of pages outlined at **L.1.19.2**. Past Performance - Volume I page count limits (maximum pages) do not include: Cover Sheet/Title Page; Changes Page; Table of Contents with lists of Tables and Figures; Glossary of Abbreviations and Acronyms; Appendix A Reserved; Appendix B Consent Letters/Client Authorization Letters; Appendix C Past Performance Questionnaire List; pages marked "Intentionally Blank"; and, section separator pages, or other items inserted solely for the purpose of reading ease and locating sections of the proposal and other documents.

L.7.1 Definitions

L.7.1.1 "Critical Supplies/Services" are those aspects of the NCRC EPOS requirements that, if not performed, can negatively impact the ability to satisfy contract requirement(s).

L.7.1.2 "Joint Venture (JV) means a legal entity formed to engage in and carry out a specific or limited-purpose business venture for joint profit. A JV must have a written and signed agreement; must do business under its own name; and must be identified as a JV in the System for Award Management (SAM). See 13 CFR 121.103(h) for further guidance on joint ventures.

L.7.1.3 "Major Subcontractor" means a subcontractor that will be providing critical supplies/services.

L.7.1.4 "New Corporate Entity" means a business/corporation (to include Joint Ventures) established within 24 months prior to the Solicitation Release Date.

L.7.1.5 "Offeror" means prime contractor, or Joint Venture partners.

L.7.1.6 "Predecessor Company" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

L.7.1.7 "Prime Contractor" means the contractor has privity-of-contract with the Government or with the owner of a project or job and has the full responsibility for its completion. The prime is responsible for all contractual obligations under a mutually binding legal relationship. When the Government awards a contract to a contractor, the contractor is considered the "prime" contractor. The prime is also responsible for the efforts of all subcontractors on the Offeror's team.

L.7.1.8 "Recency" is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

L.7.1.9 "Recent" past performance means performance that is in progress (current, on-going), or was completed within the past three (3) years when compared to the solicitation release date. The Government will not consider past performance on a newly awarded contract or effort (prime or subcontract), without a performance history of at least one (1) year due to the limited performance history of these efforts. Offerors shall not provide recent past performance information on contracts or efforts that concluded more than three years prior to the NCRC EPOS solicitation issuance date. Contracts or efforts beginning before the three-year period but ending during the three-year period may be provided.

L.7.1.10 "Relevancy" is measure of the extent of similarity between the supplies/services, complexity, dollar value, contract type, teaming arrangement, subcontracting or other comparable attributes of past performance examples and the solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

L.7.1.11 "Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger).

L.7.2 General Instructions

L.7.2.1 All past performance submitted in response to this solicitation shall have been performed by the Offeror, teaming partners, subcontractors, and any proposed affiliate/subsidiary/parent company. If the Offeror represents the combining of two or more companies, a JV for the purpose of this solicitation, the JV will be evaluated as a single Offeror. The past performance of each JV partner will be evaluated based on each partner's role in cited past work and in the proposed JV role for this NCRC EPOS requirement.

L.7.2.2 If the Offeror is a JV, relevant past performance should be submitted for contracts/efforts in progress, or completed by the JV entity over the past three years. If the JV does not have shared past performance, at least one (1) relevant contract or effort shall be submitted for each JV partner. No more than three (3) total examples may be submitted.

L.7.2.3 This Volume shall contain up to five (5) past performance examples that are the same or similar in scope to the **ITSM PWS**, the **NCRC EPOS IDIQ PWS**, or the **NITC PWS**. Of the five (5) total past performance references, no more than three (3) shall be for efforts performed by the offeror in support of Government and/or Commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract on which they served as either the prime, as a major subcontractor, or as part of a Joint Venture. The offeror shall also submit no more than two (2) past performance examples for efforts performed by the offeror's major subcontractors in support of Government and/or Commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract on which its major subcontractor(s) served as either the prime, as a major subcontractor, or as part of a Joint Venture. Each past performance example shall have been completed or in performance during the past three years from the release date of this solicitation. Additionally, each past performance example shall be relevant to the efforts identified below in paragraph **L.7.2.5**. Do not submit contracts or efforts for non-major subcontractors. No more than two (2) past performance examples for major subcontractors will be accepted, regardless of how many major subcontractors an offeror is contemplating. For IDIQ contracts, each Delivery/Task Order shall be counted as one "contract".

L.7.2.4 An explanation shall be provided in each case where an Offeror, or a major subcontractor does not have any recent and relevant past performance. Failure to provide the past performance information requested, or the required explanation when there is no recent and relevant past performance, shall result in a determination the proposal is non-compliant and the Offeror being removed from consideration for an award at the sole discretion of the Contracting Officer.

L.7.2.5 Relevant Past Performance is defined as contracts, or efforts (orders) performed that support requirements the same as, or similar to the **ITSM PWS**, the **NCRC EPOS IDIQ PWS**, or the **NITC PWS** in terms of scope, magnitude and complexity. Past Performance shall be evaluated against the NCRC EPOS critical tasks that follow to determine past performance relevancy. Critical Task 1 aligns with the **ITSM PWS**. Critical Task 2 aligns with **IDIQ PWS 3.30** (Enterprise and NCRC-ORL Security Services); and Critical Task 3 aligns with multiple sections of the **ITSM PWS** as well as the **NITC PWS** and multiple sections of the **IDIQ PWS**.

L.7.2.5.1 Critical Task 1: Information Technology Service Management (ITSM). This includes developing, implementing and executing elements of Information Technology (IT) Service Management (ITSM) as described in the DoD Enterprise Service Management Framework (DESMF) with an emphasis on configuration, asset, change, incident, problem, and release management as they would be applied to a geographically distributed multi-location enterprise such as the NCRC.

L.7.2.5.2 Critical Task 2: Enterprise Security. This includes managing and maintaining all aspects of security-related operations for an IT system operating in an access-controlled secure facility that is part of a larger a geographically distributed multi-location enterprise. Specific areas of interest include, but is not limited to: providing physical security/access control; developing or revising enterprise security-related processes and procedures; reviewing, interpreting and implementing DoD and/or Service security policies and guidance; and managing multiple Assessment and Accreditation (A&A) bodies of evidence packages; familiarity and experience

with DoD, Army, and Director of Intelligence guidance, processes, and procedures and accreditation processes (e.g. Risk Management Framework [RMF]); and experience with the online workflow management tool, Xacta.

L.7.2.5.3 Critical Task 3: Innovation. This includes identifying, assessing, and integrating new innovative processes, techniques, and/or technologies into an existing Information Technology (IT) operational system.

L.7.2.6 The Offeror may include contracts, or orders from predecessor companies, and/or major subcontractors. If an Offeror does not have current or past relevant performance, the Offeror shall so state. Along with each contract description, the Offeror shall provide a brief description of what role the predecessor company and/or major subcontractor referenced will play as it relates to NCRC EPOS.

L.7.3 Content of Past Performance - Volume I

In each section of the Past Performance Volume, contract data concerning the Offeror (prime contractor, or joint venture partners) shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Past Performance Volume shall be organized according to the following general outline.

- **Cover Sheet/Title Page**
- **Changes Page**
- **Table of Contents with lists of Tables and Figures**
- **Factor 1 – Past Performance**
- **Glossary of Abbreviations and Acronyms**
- **Appendix A: Reserved**
- **Appendix B: Consent Letters / Client Authorization Letters**
- **Appendix C: Past Performance Questionnaire List**

L.7.4 Cover Sheet/Title Page

A Past Performance Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Small Business Set-Aside Lot 2); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume I, Revision 1 – Past Performance); Offeror's Name; and, Offeror's address.

L.7.5 Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.7.6 Table of Contents with lists of Tables and Figures

The Past Performance Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Past Performance Volume. The Past Performance Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.7.7 Factor 1 – Past Performance

L.7.7.1 Section 1 - Organization/Teaming Arrangement

L.7.7.1.1 Solely for the purposes of determining relevancy, offerors shall provide an outline of how the NCRC EPOS program requirements will be assigned within the Offeror's corporate entity and among the proposed joint venture, teaming partners and subcontractors. If an Offeror is utilizing past performance information of an affiliate/subsidiary/parent company, the proposal shall clearly demonstrate that the affiliate/subsidiary/parent company will have meaningful involvement in the performance of the contract.

L.7.7.1.2 The Offeror shall clearly identify and describe the work that the affiliate/subsidiary/parent company will be performing under the NCRC EPOS effort. The description of the work performed by the affiliate/subsidiary/parent company will be considered in determining the relevancy of the past performance information provided for the affiliate/subsidiary/parent company. If the Offeror fails to demonstrate the affiliate/subsidiary/parent company's meaningful involvement in the performance of the resultant contract, the contract or effort will not be considered relevant and will not be evaluated and may result in an "Unknown Confidence (Neutral)" rating. The information provided for the Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed. Offerors shall clearly identify the anticipated percentage of work for which the major subcontractor is responsible.

L.7.7.1.3 Many companies have acquired, been acquired by, or have otherwise merged with other companies, and/or have reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this source selection. To facilitate this relevancy determination, include in the Past Performance Volume a "roadmap" describing all such changes in the organization of the company. As part of this explanation, show how these changes impact the relevance of any efforts identified for past performance evaluation/performance confidence assessment. This information is required on the Offeror, subcontractors, teaming partners, and/or joint venture partners.

L.7.7.1.4 New corporate entities may submit data on prior contracts involving its officers and employees. The Offeror shall describe the officer's proposed role in performance of this contract. Past performance of former employees will not be considered unless the Offeror provides commitment letters or some other assurance that those employees will be performing on this solicitation. In addition, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

L.7.7.2 Section 2 - Past Performance Contracts

L.7.7.2.1 Using a tabular format similar to that provided in **Section J, Attachment 32 (NCRC EPOS List of Past Performance Contracts)**, Offerors shall provide a summary of up to three (3) Government or commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract that are relevant to the efforts required by this solicitation. In addition, Offeror shall submit a list of up to two (2) relevant Government or commercial contracts, or Task/Delivery Orders under an Indefinite Delivery/Indefinite Quantity Contract for major subcontractors. These contracts, for Offerors and major subcontractors, can be on-going or completed during the past three years. Contract data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. Offerors are limited to a total of five (5) contracts or efforts combined.

Note: Where an Offeror provides a Task Order/Delivery Order under a contract as an example of Past Performance, The Government shall not be required to further evaluate the contract itself, or any other order under the contract.

L.7.7.2.2 For each of the five contracts/orders identified above, a **NCRC EPOS Past Performance Questionnaire** (see **Section J, Attachment 33**), and **NCRC EPOS Past Performance Questionnaire Cover Letter** (see **Section J, Attachment 34**) must be completed and submitted. The Offeror shall fill-in the cover letter and complete Part I of the Past Performance Questionnaire and email them to the cognizant Program Manager, PCO, or Contracting

Officer's Representative, if applicable, of the Government Agency responsible for the past/current contract. Or in the case where the performance is commercial or performed as a subcontractor, to the equivalent points of contact at the commercial entity or prime contractor. Completed questionnaires shall not be sent back to the Offeror. Only one completed Past Performance Questionnaire is required for each of the five contracts/orders identified above.

L.7.7.2.3 The Government or Commercial POCs shall be instructed to complete Part II and III of the questionnaire and return to the appropriate POCs no later than the proposal submission date outlined in Section **L.1.4**. It is the Offeror's responsibility to request timely delivery of the completed questionnaires to the proper email address. Amendment 0004 to this solicitation updated the Government POCs in Section **L.1.6**. Amendment 0006 to this solicitation provides an updated version of Attachment 34, the NCRC EPOS Past Performance Questionnaire Cover Letter. Offerors are not required to use the updated version of Attachment 33, which has been updated and provided in native MS Word format per the request of several offerors. Additionally, acknowledging that many offerors have likely already sent Past Performance Questionnaires with the instruction that they be returned to the previous Army Contracting Command – Orlando points of contact, Jean Borowski, Robert Baird, and Caryn McGraw, it is permissible for the Past Performance Questionnaires to be sent to any of the POCs identified in Paragraph **L.1.6** since the initial release of the solicitation.

L.7.7.2.4 Questionnaires received late may be accepted and reviewed at the discretion of the PCO, if he/she determines that it will not cause an undue delay to the procurement process. The PCO will have discretion to determine whether questionnaires that are returned late will be used as part of the past performance evaluation. Questionnaires that are returned late or are not returned at all, will not be evaluated favorably or unfavorably on the past performance evaluation. The Government reserves the right to send additional questionnaires as necessary or contact individuals identified by the Offeror that have not completed or submitted questionnaires for evaluation.

L.7.7.2.5 The Government reserves the right to contact and use information provided by the references and any other sources available to conduct a performance risk evaluation. To ensure inclusion of all references in the evaluation process, the Offeror is encouraged to provide the Government with the most current data on each reference. Please note that any references provided on classified contracts cannot be verified. To the extent possible, limit references to contracts performed as either a Prime or as a first tier subcontractor.

L.7.7.2.6 The Offeror is to advise the reporting Government Agency or commercial entity that the completed questionnaire is to be considered source selection sensitive in accordance with FAR 3.104.

L.7.7.2.7 In accordance with FAR 15.306, the Offeror may be given the opportunity to discuss adverse past performance information obtained from any questionnaire if they have not previously responded through Contractor Performance Assessment Reporting System (CPARS) or similar system. However, the names of individuals providing the information shall not be disclosed. Adverse past performance is defined as past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as the Federal Awardee Performance and Integrity Information System (FAPIIS).

L.7.7.3 Section 3 - Contract Descriptions

The Offeror shall provide detailed information concerning their past performance for the efforts identified above in Section 2 – Past Performance Contracts.

L.7.7.3.1 Offerors shall complete and include in this section of their proposal a separate **NCRC EPOS Past Performance Contract Description** (see **Section J, Attachment 35**) for each past performance example.

L.7.7.3.2 Contract data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order.

L.7.7.4 Section 4 - Contract Relevancy and Performance

L.7.7.4.1 The offeror shall provide detailed rationale supporting the relevancy of each of their cited past performance efforts identified above in Section 2 – Past Performance Contracts. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. However, the Government is not bound by the Offeror's opinion of relevancy.

L.7.7.4.2 Provide an assessment of their performance on each contract. Identify information on significant achievements and the challenges or obstacles that were encountered during contract performance and the corrective actions taken.

L.7.7.4.3 For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the problems or shortcomings that occurred during contract performance and any corrective action(s) taken to avoid recurrence. Address any failures to meet the proposed delivery schedule, requirements for Requests for Deviation and Requests for Waiver with respect to clauses and corrective actions, and any Cure Notices or Show Cause Letters received along with a description of any corrective action implemented.

L.7.7.4.4 Reserved

L.7.7.4.5 Provide a summary description of how the Offeror tracked, managed, and closed discrepancies during contract execution.

L.7.8 Glossary of Abbreviations and Acronyms

The Past Performance Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.7.9 Appendix A: Reserved

L.7.10 Appendix B: Consent Letters / Client Authorization Letters

Past performance information concerning JV partners and subcontractors cannot be disclosed to a private party without the subcontractor's or JV partners consent. Because the Offeror is a private party, the Government will need that consent before disclosing subcontractor's and joint venture partner's past performance information to the Offeror during exchanges or debriefings. In an effort to assist the Government in assessing past performance and relevancy confidence, the Offeror shall request that a consent letter, containing substantially the same information as in the **NCRC EPOS Sample Consent Letter** listed at **Section J** as **Attachment 36**, be completed by the subcontractors and joint venture partners identified in the proposal. If the Offeror does not submit a completed consent letter for subcontractors and joint venture partners, the Government will only discuss past performance information directly with the prospective subcontractor or joint venture partner that is being reviewed. If there is a problem with the proposed subcontractor's, or joint venture partner's past performance, the Offeror can be notified of a problem, but no details may be discussed without the subcontractor's, or joint venture partner's permission. For each identified commercial contract, the Offeror shall submit a Client Authorization Letter.

L.7.11 Appendix C: Past Performance Questionnaire List

The Offeror shall provide a list of all the customer representatives that were sent a questionnaire by email for submission to the POC and APOC specified in the solicitation at **L.1.6**. The Government must receive this list along with the Offerors proposal submission. This list of customer representatives shall be submitted within Appendix C in tabular format in a Microsoft Excel spreadsheet to include the following fields: Solicitation Number; Company Name; Contract Number; Delivery/Task Order Number (if applicable); Government Agency; Customer Representative Last Name, First Name; Title; Telephone Number; E-mail Address; and, Date e-mailed to the Customer Representative (month/day). The Offeror shall advise the reporting Government Agency or commercial entity that the completed questionnaire is to be considered source selection sensitive in accordance with FAR 3.104.

The Offeror shall advise the responding Government Agency or commercial entity of the applicable submission date.

L.8 TECHNICAL – VOLUME II (FACTOR 2)

The Technical Volume shall be specific and complete. Legibility, clarity and coherence are critically important for a timely selection process. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this solicitation. The page count limit (maximum number of pages) is described at **L.1.19.2.**

Exclusions from the Technical Volume page count limit include: Cover Sheet/Title Page; Changes Page; Table of Contents with lists of Tables and Figures; Glossary of Abbreviations and Acronyms; Appendix A: NCRC EPOS Compliance Matrix; Appendix B: Technical Data Assertions and Appendix C: Miscellaneous Technical Agreements; pages marked “Intentionally Blank”; and, section separator pages, or other items inserted solely for the purpose of reading ease and locating sections of the proposal and other documents.

L.8.1 General Instructions

Factor 2 - Technical requires Offerors to submit a description of the technical approach which meets the requirements for each subfactor under the Technical factor. To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume II – Technical.

L.8.2 Content of Technical Volume

The Technical Volume shall be organized according to the following general outline.

- **Cover Sheet/Title Page**
- **Changes Page**
- **Table of Contents with lists of Tables and Figures**
- **Factor 2 - Technical**
- **Glossary of Abbreviations and Acronyms**
- **Appendix A: NCRC EPOS Compliance Matrix**
- **Appendix B: Technical Data Assertions**
- **Appendix C: Miscellaneous Technical Agreements**

L.8.3 Cover Sheet/Title Page

A Technical Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Small Business Set-Aside Lot 2); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume II, Revision 1 - Technical); Offeror's Name; and, Offeror's address.

L.8.4 Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.8.6 Table of Contents with lists of Tables and Figures

The Technical Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Technical Volume. The Technical Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.8.7 Factor 2 – Technical

The Technical Volume shall address the requirements in the **Sample ITSM Model Task Order PWS** listed as **ITMS PWS** (see **Section J, Attachment 20**), the **NCRC EPOS IDIQ PWS** (see **Section J, Attachment 1**), and the **NITC PWS** (see **Section J, Attachment 7**). The Technical Volume shall be organized into the following three sections:

- Subfactor 2.1 Information Technology System Management (ITSM)
- Subfactor 2.2 Enterprise Security
- Subfactor 2.3 Innovation

Note: Subfactor 2.3 as described by the submission instructions herein, was constructed to also consider the technical capabilities and level of quality necessary to perform the scope of work described in the NITC Task Order 0001 Performance Work Statement. Therefore, separate Technical Factor submission instructions and evaluation criteria are not necessary for the award of Task Order 0001.

L.8.7.1 Information Technology System Management (ITSM) (Subfactor 2.1)

The Offeror shall:

- (a) describe their process and current capabilities for planning, implementing and executing the Service Transition (ST) and Service Operations (SO) Domains of IT Service Management ITSM as described in the DoD Enterprise Service Management Framework (DESMF) with an emphasis on configuration, asset, change, incident, problem, release and knowledge management;
- (b) describe their strategy and technical approach for developing, implementing and executing configuration, asset, change, incident, problem, release and knowledge management capabilities to support a geographically distributed multi-location federated enterprise such as the NCRC.

L.8.7.2 Enterprise Security (Subfactor 2.2)

The Offeror's shall describe their technical approach, capabilities and processes for managing and maintaining all aspects of security-related operations for an IT system operating in an access-controlled secure facility that is part of a larger a geographically distributed multi-location enterprise. Specifically, the Offeror's shall describe their technical approach, process and capabilities for:

- (a) providing physical security/access control;
- (b) developing or revising enterprise security-related processes and procedures;
- (c) reviewing, interpreting and implementing DoD and/or Service security policies and guidance; and managing multiple Assessment and Accreditation (A&A) bodies of evidence packages for both classified and unclassified systems; and
- (d) using the Xacta® online workflow management system.

L.8.7.3 Innovation (Subfactor 2.3)

The Offeror's shall describe their technical approach and the challenges associated with identifying, assessing, and integrating new innovative processes, techniques, and/or technologies into an existing Information Technology (IT) operational system that is part of a larger geographically distributed multi-location federated enterprise such as NCRC.

L.8.8 Glossary of Abbreviations and Acronyms

The Technical Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.8.9 Appendix A: NCRC EPOS Compliance Matrix

The Offeror shall provide an NCRC EPOS Compliance Matrix that assures all requirements are addressed and easily accessible to the evaluators. The NCRC EPOS Compliance Matrix must provide a single integrated index for the entire technical volume. The Government has provided a preliminary **NCRC EPOS Compliance Matrix** (see **Section J, Attachment 31**) to assist the Offeror in correlating Section L instructions with Section M evaluation factors.

NOTE: The NCRC EPOS Compliance Matrix will not be evaluated.

L.8.10 Appendix B: Technical Data Assertions

Note: For the **Sample ITSM Model Task Order** the requirement at **L.8.10** is representative of an actual/awardable Task Order and is provided as information only. The completion and submission of DFARS 252.227-7017 and **Attachment 17** are not required for the **Sample ITSM Model Task Order**. The **NITC Task Order 0001** is awardable: submission of the completed DFARS 252.227-7017 and **Attachment 10** is required.

L.8.10.1 Offerors shall identify the intellectual property rights and technical data rights included in their proposal submission in accordance with DFARS 252.227-7013 and DFARS 252.227-7014 via completion of solicitation provision DFARS 252.227-7017. Offerors are also required to complete the Government Rights in Technical Data Table for the **NITC Task Order**, incorporated in **Section J, as Attachment 10**. Each of the three MS Excel Workbook Tabs must be filled in, forming a complete Government Rights in Technical Data Table that must be included in the Technical proposal: if none then so state on the appropriate Tab(s).

L.8.10.1.1 Assertions should be made for technical data, computer software to be furnished with restrictions. Offerors must complete the assertion list requirements of DFARS 252.227-7017. If the offered rights are more restrictive than the desired rights, Offerors can list the cost to grant the desired rights or enter the phrase "Decline" to indicate a refusal to grant the desired rights at any cost.

L.8.10.1.2 The Government Rights in Technical Data Table requires Offerors to list information about any Technical Data associated with commercial products or commercial Computer Software. Offeror must list in this table any CDRL for a commercial item.

L.8.11 Appendix C: Miscellaneous Technical Agreements

Note: For the **Sample ITSM Model Task Order** this requirement at **L.8.11** is representative of an actual/awardable Task Order and is provided as information only. For the **Sample ITSM Model Task Order** the completion and submission of Miscellaneous Technical Agreements is not required. The **NITC Task Order 0001** is awardable and submission of Miscellaneous Technical Agreements is required: if none then so state at **Appendix C**.

L.8.11.1 The Offeror shall provide separate signed and dated Miscellaneous Technical Agreement(s) that clearly identify the software and/or technical data being used and affirmation from the rights owner that it is providing the Government with GPR. Examples of Miscellaneous Technical Agreements would be any perpetual, or term agreement for COTS software, modified COTS, modified government off-the-shelf, and IUS (Internal Use

Software) to include software documentation. Also included would be any license associated with Software as a Service. For other technical data, document submission may include an agreement pertaining to the use of modified original manufactured part numbers. Essentially, any existing written agreement that carries restrictions on use and is binding on the Prime Contractor, its subcontractors and a third party. Content is considered the written agreement itself. The purpose of the requirement is to ensure the Miscellaneous Technical Agreements do not include limitations that diminish Government rights in technical data as set forth in appropriate clauses (FAR, DFARS).

L.8.11.2 The Offeror shall include copies of all Miscellaneous Technical Agreements necessary for access, use, and modification of any proprietary or licensed software or technical data. These Miscellaneous Technical Agreements shall clearly describe what software and technical data is being provided to the Government and any terms or conditions.

L.8.11.3 Where the Offeror's solution necessitates an affirmation of GPR under Miscellaneous Technical Agreement(s), failure to provide Miscellaneous Technical Agreement(s) in the Technical volume will make the Offeror non-responsive and ineligible for award.

L.9 COST/PRICE - VOLUME III (FACTOR 3)

FAILURE TO PROVIDE ALL OF THE INFORMATION REQUIRED BY THESE INSTRUCTIONS TO OFFERORS MAY BE CAUSE FOR REJECTION OF THE PROPOSAL

Offerors shall prepare and submit a Cost/Price Volume as outlined in Section II **L.9.2**. To be eligible for award, the Offeror must adhere to the directions and submit the following information under Volume III – Cost/Price. By proposal submission, an Offeror is representing a firm intent to perform and meet all the requirements specified in this solicitation. By submitting its proposal, the Offeror grants the Contracting Officer or an authorized representative the right to examine records that formed the basis for the cost proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for the cost estimate) that will permit an adequate evaluation of the proposed cost.

L.9.1 Definitions

L.9.1.1 "Joint Venture" (JV) means a legal entity formed to engage in and carry out a specific or limited-purpose business venture for joint profit. A JV must have a written and signed agreement; must do business under its own name; and must be identified as a JV in the System for Award Management (SAM). See 13 CFR 121.103(h) for further guidance on joint ventures.

L.9.1.2 "Major Subcontractor", for the purpose of the Lot 2 cost/price volume, indicates any subcontractor whose share of the Total Proposed Price is greater than \$2,000,000.

L.9.2 Section II - Content of Cost/Price - Volume III

- Cover Sheet/Title Page
- Changes Page
- Cost/Price Volume Summary
- Table of Contents with lists of Tables and Figures
- Factor 3 – Cost/Price
- Glossary of Abbreviations and Acronyms
- Appendix A: Reserved
- Appendix B: Copy of Section G, NCRC EPOS Rates Guide
- Appendix C: Copy of Section B, Sample Information Technology System Management (ITSM) Model Task Order

- **Appendix D: Copy of Section B, NITC Task Order 0001**
- **Appendix E: Progress Payment Provisions**
- **Appendix F: Modified SF 1408 Checklist(s) for Prime/Subcontractor(s)**
- **Appendix G: Defense Contract Audit Agency (DCAA) Points of Contact**

L.9.3 Cover Sheet/Title Page

A Cost/Price Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Small Business Set-Aside Lot 2); proposal Volume Number, Revision Number if applicable, and Volume Title (e.g., Volume III, Revision 1 – Cost/Price); Offeror's Name; and, Offeror's address.

L.9.4 Changes Page

Behind the Cover Sheet/Title Page and prior to the Cost/Price Volume Summary the Cost/Price Volume shall include a Changes Page to document the history of all proposal modifications and revisions.

L.9.5 Cost/Price Volume Summary

The Cost/Price Volume Summary shall contain a brief abstract of the Cost/Price Volume not to exceed 3 pages.

L.9.6 Table of Contents with lists of Tables and Figures

The Cost/Price Volume shall contain a detailed Table of Contents to delineate the subparagraphs within the Volume. The Table of Contents shall list all documents contained in the Cost/Price Volume. The Cost/Price Volume shall be clearly indexed and logically assembled. The Table of Contents shall include a list of tables, charts, diagrams, drawings, figures, graphs, illustrations, and schematics.

L.9.7 Section I - General Instructions

L.9.7.1 Information that is provided but determined to be insufficient to adequately evaluate the Offeror's proposed cost may result in an adverse assessment of an Offeror's proposal and reduce or eliminate its chance of being selected for award. In the event that insufficient information is received, the Government may utilize comparable cost information from other sources for purposes of completing its evaluation. Under these circumstances, the Offeror bears full responsibility for any adverse evaluation impact which may result from its failure to furnish cost information required by the solicitation.

L.9.7.2 All Cost/Price information shall be confined to the appropriate volume. Except for Section **L.10** (Administrative Information), pricing information shall not be included in any volume other than the Cost/Price Volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

L.9.7.3 The Cost/Price Volume shall consist of both PDF and MS Excel files and shall be compatible with Microsoft Office 2013. The volume shall include an Excel model showing computation of the buildup of total proposed costs by cost element, in both total and by contract line item number (CLIN), except those CLINs designated as Not Separately Priced (NSP). All MS Excel files must be editable and executable by the Government evaluators, clearly showing the calculations and formulas used in each cell. There shall be no hidden formulas or protected cells. Spreadsheets shall show the formulas used to calculate the rates/factors for each entry and shall not be included as an un-executable, un-editable or flat file such as an embedded picture (Enhanced Metafile). Mathematical explanations shall be provided for any embedded macro/extended formula utilized, clearly describing

the functioning of the macro or extended formula. All information relating to pricing must be included in this section of the proposal and defined as pricing data. This volume shall stand alone in supporting the Offeror's approach to reasonableness and completeness of the overall price for this effort.

L.9.7.4 Files shall not contain classified information. Files shall not be password protected and all cell formulas and cell references shall be intact, and the worksheet shall be unprotected, not locked.

L.9.7.5 Offerors shall not submit unstructured "flat files" where calculations are not supported by rate tables or formulas.

L.9.7.6 It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the Offeror is not required to provide certified cost/pricing data with its proposal. If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1, the Offeror shall provide certified cost/pricing data if requested by the Contracting Officer.

L.9.7.7 Offerors shall avoid presenting unbalanced pricing information. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more cost elements is significantly overstated or understated. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The Offeror shall include a statement acknowledging their understanding of unbalanced pricing and provide a basis if such pricing exists in the proposal.

L.9.7.8 All dollar amounts provided at the CLIN level shall be rounded to the nearest dollar and shall reflect United States currency.

L.9.7.9 Cost Decrements: In the event the proposed pricing reflects any form of cost decrement (to include cost discounting, expected negotiation decreases, corporate investment, or management challenges), identify such decrements in the proposal. Where cost decrements are proposed, identify the nature, amount, and basis for the decrement, and any accounting treatment implications. Also, provide supporting data to substantiate how the decrement will be achieved.

In addition to the information requested above, the Government reserves the right to request additional or more detailed information to support its evaluation of reasonableness and realism.

L.9.7.10 Acceptable Accounting System

L.9.7.10.1 Contractors receiving cost-reimbursement or incentive type contracts, time & material, or fixed price contracts that include provisions for progress payments based on costs shall maintain an accounting system and related internal controls throughout contract performance which provide reasonable assurance that the (1) applicable laws and regulations are complied with; (2) the accounting system and cost data are reliable; (3) risk of misallocations and mischarges are minimized; and (4) contract allocations and charges are consistent with invoice procedures. See DFARS Subpart 242.75--Contractor Accounting Systems and Related Controls. Also see FAR 9.105-1(b)(2)(B).

L.9.7.10.2 The Offeror shall submit a copy of the most recent DCAA or DCMA review letter regarding the status of their accounting system. If the Offeror's accounting system was disapproved or deemed to be not adequate, the Offeror shall identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the Offeror's accounting system has never been audited by their cognizant federal audit agency, the Offeror shall so state.

L.9.7.10.3 If the Prime or Major Subcontractor does not have an approved accounting system, the Offeror shall complete SF1408 - Pre-award Survey of Prospective Contractor Accounting System Checklist (see **Section J**,

Attachment 42 entitled **NCRC EPOS DCMA Standard Form (SF) 1408** and return the documentation as part of the Cost/Price Volume of the proposal.

L.9.8 Factor 3 – Cost/Price

L.9.8.1 Lot 2 IDIQ Contract Instructions and NCRC EPOS Rate Guide

L.9.8.1.1 The Prime Offeror shall prepare and submit a current, accurate and complete NCRC EPOS Rate Guide that will be incorporated at Section J of the NCRC EPOS MATOC for the entire ten year ordering period of the IDIQ contract. The NCRC EPOS Rate Guide document in contractor format shall comply with Cover Sheet/Title Page guidelines; Table of Contents Guidelines; and Document Format Requirements. All pages shall be marked: "SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104" in the footer. Additional data use restrictions shall be located in the header/footer area of each page where applicable. The NCRC EPOS Rate Guide shall contain a comprehensive description of all direct, indirect, and fully burdened (exclusive of profit/fee) rates, for each labor category and NCRC location (to include Orlando (FL), Ft. Walton Beach (FL), Charleston (SC), and Patuxent River (MD), and "offsite" locations, as applicable) proposed by the Prime Offeror for each year of contract performance. There is no page count limit for the NCRC EPOS Rate Guide. The NCRC EPOS Rate Guide shall only include rates for the Prime Offeror. As stated above and throughout this solicitation, the rates contained in the NCRC EPOS Rate Guide are to exclude profit/fee. However, while not part of the NCRC Rate Guide, profit/fee are to be proposed for applicable CLINs for each of the orders contained as part of this solicitation, and each subsequent order, as applicable.

L.9.8.1.2 For Lot 2, the NITC and Sample ITSM Model Task Order shall be priced using the rates stated within the NCRC EPOS Rate Guide, and all Prime labor included within those task orders must match the rates stated within the NCRC EPOS Rate Guide for those categories.

L.9.8.1.3 The fully burdened (exclusive of profit/fee) proposed ceiling rates and labor categories shall be used as Not to Exceed rates for any work under the contract (i.e. CPFF, Cost, FFP efforts) for the base year and all Option Years by the Prime Offeror. The Prime Offeror shall certify their agreement that this NCRC EPOS Rate Guide encompasses the full range of rates required for the scope of the program as identified by the Government. The Offeror shall propose all direct labor rates, all indirect rates, and all FCCM factors (if proposed). While the NCRC EPOS Rate Guide is to include direct, indirect, and fully burdened (exclusive of profit/fee) rates, it is the fully burdened (exclusive of profit/fee) rates that are to serve as "not-to-exceed rates". The rates contained in the NCRC EPOS Rate Guide will be based on the Offeror's fiscal year and shall cover the entire maximum ten year ordering period. If there are inconsistencies between this NCRC EPOS Rate Guide and the supporting cost and pricing data, the rates in the NCRC EPOS Rate Guide will prevail.

L.9.8.2 Direct Labor Rate

The Offeror (and each subcontractor/team member where proposed costs are \$2 million or more) shall provide the information described below for proposed direct labor rates for the labor categories proposed in the NCRC EPOS Rate Guide. The level of detail and clarity of the information provided will have a direct reflection on the evaluator's ability to adequately understand and assess the Offeror's proposal. Labor rates shall be proposed for on-site (Government-site) and off-site (contractor site) locations.

- **Basis of Estimate:** The Offeror shall specify the basis of estimated direct labor rates for the labor categories it is proposed to perform. The Offeror shall provide sufficient information for the Government to fully understand how the rates proposed were compiled. The rates proposed shall be according to the offeror's fiscal year and on a 40 hour work week.
 - (a) The assumptions made in developing the cost estimate;
 - (b) The rationale for the assumptions and impacts of the assumptions;

- (c) The rationale employed for development of the rates. In other words, how were the rates developed? Did the build-up of rates consider a particular index or other information – if so why?;
 - (d) Identification and relevance of any labor/wage surveys or indices used; and
 - (e) The basis of any conclusions (and convincing information to support such conclusions/assertions) that the labor rates proposed are sufficient to attract and retain the caliber of personnel required to successfully satisfy the NCRC EPOS requirements. Include reference to the experience and education delineated in the solicitation labor category definitions.
- Provide rate build-up information for all proposed direct labor rates. If derivative rates/factors were utilized in the development of rates, discuss how they were developed and applied.
 - Disclose whether the rates are based on a Forward Pricing Rate Agreement (FPRA) or a Forward Pricing Rate Recommendation (FPRR). If not, identify what the rates are based on and if the rates have been audited by DCAA. If the rates are not based upon a FPRR or FPRA, then Offerors shall submit the most recent actual average rate for each and every proposed category. Offerors shall submit the actual average rate, as of the end of each of the last two completed fiscal years, for each and every proposed category.
 - Identify the escalation applied to direct labor rates throughout the ordering period and discuss the basis for the selected escalation factor(s). Describe the method by which the escalation factor(s) were applied to proposed labor rates. Offerors are advised that failure to escalate direct labor rates may be determined unrealistic and deemed a significant proposal risk.
 - Discuss any proposed direct labor rates that may appear significantly higher or lower than the normal industry compensation for the same or similar categories of labor, identifying what incentive(s) the Offeror will provide to ensure sufficiently qualified personnel are obtained and retained. If a proposed rate is substantially less than the corresponding historical rate, the Offeror (and/or subcontractor) shall provide narrative to explain the underlying reason(s) for the reduced rate.
 - Ensure that the rates proposed for any labor categories that may be subject to the Service Contract Act (SCA) comply with the minimums specified by the applicable Department of Labor (DoL) Wage Determination.

L.9.8.3 Indirect Rates

The Offeror (and each major subcontractor/team member where proposed costs are \$2 million or more) shall provide the following information on each and every proposed indirect rate applied to direct labor, travel, and Material, other direct costs. For example, the Offeror shall propose and define its material handling overhead, subcontractor handling overhead, interdivisional rates and any other indirect rates for each year within the Pricing Workbook. The rates proposed shall be according to the offeror's fiscal year. The Offeror shall clearly explain the basis and application of the proposed rates, as well as discuss the basis for any changes in rates from year-to-year or between on-site and off-site locations.

- Disclose whether the rates are based on a FPRA or FPRR. If so, include a copy of the agreement or recommendation in your proposal.
- State whether the Offeror is subject to CASB Disclosure Statement and/or whether CAS Compliance is required. If exempt, state why. For CAS covered contracts, include a copy of the Offeror's most recent approved Disclosure Statement. The Offeror shall disclose any CAS violations and the status of the violation review/remediation. Offerors that do not have an approved purchasing system must comply with 52.244-2, Subcontracts.

- Offerors who do not have a current Government-approved direct and/or indirect Forward Pricing Rate Agreement (FPRA) or only have provisional billing rates must provide:
 - (a) Detailed historical background data indicating all of the cost elements proposed against this effort included in the applicable pool and a statement that such treatment is in accordance with the company's established accounting practice. Offeror shall identify the start and end of their fiscal year and the allocation/application base for each rate to be proposed. The Offeror shall state whether or not the prior years' actuals have been audited by DCAA.
 - (b) Offeror shall submit a narrative statement outlining the Offeror's policies and practices for accumulating overhead costs and the method used to compute the proposed rate or rates. The Offeror shall submit the actual rates for the last two completed fiscal years with an explanation of the pool and the base for each rate.
 - (c) The Offeror shall submit forecasted rates in accordance with the cost/price proposal workbook covering the base year and all Option Years.
 - (d) Offeror shall submit base, pool, and calculated actual rates for the last two (2) fiscal years and current fiscal year to date. If labor is the allocation base for indirect costs, the labor cost shall be summarized in order for the application of indirect rates to be easily understood.
 - (e) Offerors shall provide a list of all expenses segregated by Overhead, G&A payroll, etc. along with the associated supporting documentation. Costs shall be summarized in order that the application of the indirect rate can be easily understood. Offerors shall also provide a list of their unallowable expenses. Indirect expense rates shall be proposed in the same manner as direct labor rates, i.e., by contract year with the methodology used to derive any composite rates proposed.

L.9.8.4 Facilities Capital Cost of Money (FCCM)

When the Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

L.9.8.5 Compensation Plan

Offerors shall submit a single, comprehensive Total Compensation Plan, in PDF and/or Excel format, setting forth base salaries separated by fringe benefits proposed for the professional employees who will work under the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-46. The Total Compensation Plan shall include details regarding the prime contractor, major subcontractors, and joint venture partners as applicable.

The Offeror shall describe the methodology to be employed by the Offeror to recruit, retain, and develop personnel with the requisite knowledge, skills, education, experience and clearances to ensure successful accomplishment of the PWS and individual delivery/task order requirements. At a minimum, the plan shall address:

- (a) How lessons learned will be incorporated to improve recruitment and retention practices;
- (b) Current recruitment and hiring practices;
- (c) Process and procedures for addressing performance issues;
- (d) Process for ensuring individuals are trained properly to perform delivery/task order requirements;
- (e) Process for ensuring continuity of quality services during personnel absences due to leave, terminations, and resignations such that impact to the Government is minimal and vacancies do not exceed 15 calendar days,

and any other processes or business practices to ensure a stable workforce over the life of the contract.

Offerors shall provide the assumptions used in developing the Total Compensation Plan and explain the market research and indicators used to validate these assumptions in developing its Total Compensation Plan. The Offeror shall provide sufficient information to enable the Government to evaluate that the plan reflects a sound management approach and understanding of the contract requirements.

Offerors shall identify if the individual Labor Categories are Exempt or Non-Exempt from Service Contract Labor Standards. Offerors must self-certify exemption status and provide rationale of that status.

L.9.8.6 Lot 2 Task Order Cost/Price Requirements

L.9.8.6.1 The Total Evaluated Price (TEP) is the sum of all Section B priced CLINs for the NITC Task Order 0001 and sample Information Technology System Management (ITSM) Model Task Order adjusted for cost realism as applicable. The TEP will not include CLINs that are identified as NSP, TBD, or N/A.

L.9.8.6.2 Factor 3 - Cost/Price requires Offerors to describe the basis of estimates (BOEs) and include cost or pricing data for NCRC EPOS requirements under the **NITC Model Task Order** and for the sample **ITSM Model Task Order** as incorporated in **Section J** of the solicitation at **Attachment 6** and **Attachment 18** respectively.

L.9.8.6.3 The Cost/Price Volume shall describe all relevant material facts and their effect on the Offeror's price; in a manner that is accurate, complete and clearly demonstrates its relationship to performance of the NCRC EPOS requirements; which, a prudent buyer and seller would reasonably expect to affect negotiations.

L.9.8.6.4 Cost information submitted shall be for the Offeror and each proposed major and non-major subcontractor/team member, unless otherwise indicated. Each major subcontractor in excess of \$2 million shall submit cost/pricing at the same level of detail as the Offeror. If at any time during the cost/price evaluation the Offeror is required to submit "Cost and Pricing Data" whether certified or not, then all subcontractors with a proposed price in excess of \$2 million shall also submit "Cost and Pricing Data" at the same level of detail as required by the Offeror.

L.9.8.6.5 All Offerors shall conduct cost or price analysis to establish the reasonableness of any proposed subcontract pricing in accordance with FAR 15.404-3(b) that meets or exceeds the \$2 million threshold. The Offeror shall include the results of these subcontract analyses in their prime proposal.

Note: If the proposal is submitted by a Joint Venture, then the Offeror is required to submit a completed DCMA Form 1620 – Guaranty Agreement as part of the Cost/Price Volume.

L.9.8.6.6 Detailed subcontractor/team member cost information containing proprietary rates and factors for individual cost elements may be submitted directly to the Government. However, if a subcontractor chooses to submit their cost/pricing proposal separate from the prime, the subcontractor must still meet the submission deadlines outlined in this solicitation. The submission of proposal information to the Government direct from the subcontractor does not exempt the Offeror from completing and submitting their cost or price analysis for each subcontractor over the \$2 million threshold.

L.9.8.6.7 The Offeror shall provide an explanation if any element described in the Cost/Price Volume submission instructions is not applicable to the proposal submitted.

L.9.8.6.8 This section sets the stage for the Cost/Price proposal submission for the **NITC Task Order 0001** and sample **Information Technology System Management (ITSM) Model Task Orders** contained within Lot 2. The Offeror must include information to provide the evaluator a clear understanding of the Cost/Price proposal. Include the basis for proposed costs and any assumptions made in the development of the cost approach. Include the proposed contractor team and cost proposal submission, to include a list of:

- All prime, subcontractors/team members;
- All prime, subcontractors/team members' CAGE Codes and DUNS Numbers;
- Place(s) of performance; and,
- Contractor Fiscal Year (e.g. Jan through Dec or Oct through Sep, etc.).

L.9.8.6.9 The Offeror shall provide a schedule of all proposed subcontracts and interdivisional work orders or inter/intra-company transfers of cost. As a minimum, the schedule shall contain the following seven columns (with explanatory footnotes):

- (a) Company Name (footnote[s] to the schedule will contain DCMA ACO and DCAA supervisory auditor POC info [name, telephone number and email address])
- (b) City and State
- (c) Subcontract Price/Estimated Amount (explanatory footnote if the work is proposed to be done by another division of your company or another subsidiary of your global parent corporation)
- (d) Type (FFP, T&M, Cost, etc.)
- (e) Competitive or Non-competitive ([1] if competitive, include footnote[s] to schedule with competitor info [as a minimum, name, city/state and amount], most recent analysis/negotiation document and basis for selection or [2] provide your cost or price analysis of all that are classified as Non-competitive)
- (f) Period of Performance (beginning mo/yr and ending mo/yr)
- (g) Applicable CLINs (with footnote[s] to identify the subcontracted work scope and the WBS paragraphs)

L.9.8.6.10 For non-competitive subcontracts or inter/intra-company work orders or cost transfers with a price/value of \$2 million, or more, the subcontractor shall provide a breakdown of the subcontract proposal that is sufficiently adequate for the Government reviewer to understand the proposal submitted. The subcontractor proposal shall be submitted in the same level of detail as the prime proposal, to include labor build-up, indirect rate information and material/ODCs compositions.

L.9.8.6.11 The Offeror shall provide a cost breakdown for each cost-type CLIN within Lot 2, to be submitted as an Excel file (editable and executable with formulas for all subtotals and totals) including all labor hours; prime and all subcontractors. The format and content shall be in accordance with the instructions in FAR Table 15-2 (located at the end of FAR 15.408). If there are subcontractors, the subcontractors' costs must be traceable to the Offeror's proposal (by CLIN, by WBS, by year and by labor category). The hours in that file shall be stratified by CLIN, by WBS, by year, by labor category and by company name. Since adequate competition is anticipated, the Offeror is not required to certify the data or provide updates (unless subsequently required by the Contracting Officer).

L.9.8.6.12 A cost breakdown (as described above) is also required for any/all cost reimbursable subcontracts within Lot 2. The subcontract proposals shall be submitted with the prime proposal unless the subcontractor considers some of the data to be company proprietary and objects to providing all of the details to the prime Contractor. If not provided with the Offeror's submission, the detailed proposal shall be submitted directly to the Contracting Officer (to be received no later than the prime proposal due date).

L.9.8.6.13 If a cost reimbursable subcontract is planned to be awarded on a competitive basis, the Offeror shall provide the list of competitors, their quoted prices and the basis for selection of the successful subcontractor; including the results of any cost realism analysis that was performed. If a cost realism analysis of the subcontractor's proposal was not performed by the Offeror, the Offeror's proposal shall so state.

L.9.8.6.14 Uncompensated Overtime Information

The offer shall include supporting information per FAR 52.237-10 for the prime contractor and major subcontractors/team members.

L.9.8.6.15 Materials

L.9.8.6.15.1 For CLINs xx07 within the ITSM Model Task Order, provide a consolidated priced Bill of Materials consisting of individual material quantities included in the various tasks being proposed and the basis for pricing (vendor quotes, invoice prices, etc.) in an unrestricted/unsanitized Excel format that is sortable, by CLIN and material type (base material, tooling, equipment) and includes supplier/vendor, unit cost, basis of estimate, quantity, percent of the total material cost, manufacturing, and extended cost, and escalation, if applicable. For all items proposed, identify the item and show the source, quantity and price.

L.9.8.6.16 Joint Ventures and Subcontracting Limitations

The Offeror shall state whether the Prime contractor roles are a single prime contractor, a formal joint venture (JV) for the **NITC Task Order 0001** and sample Information Technology System Management (ITSM) Model Task Order.

L.9.8.6.16.1 Joint Venture, Mentor-Protégé or Subsidiary

If applicable, the Offeror(s) shall disclose information pertaining to any proposed JV, mentor- protégé and/or subsidiary agreement. If a subsidiary or JV, then the Offeror shall provide information identifying all affiliates and provide a copy of the binding documentation (e.g. Contract, Agreement, Evidence) validating the legally binding business relationship. A properly executed legally binding Corporate Guaranty Agreement shall be provided. If no Corporate Guaranty Agreement exists, then a digital copy of DCMA Form 1620, provided in Section J, shall be completed and submitted.

L.9.8.6.16.2 Corporate Guaranty or Subordination Agreement

L.9.8.6.16.3 A selected awardee shall, upon request, provide prior to award a signed and approved **NCRC EPOS DCMA Form 1620 Guaranty Agreement for Corporate Guarantor** provided at **Section J, Attachment 39**, or **NCRC EPOS DCMA Form 1619 Subordination Agreement** provided at **Section J, Attachment 40**.

L.9.8.6.16.4 If any successful Offeror is a subsidiary or a closely-held corporation, a guaranty agreement (DCMA Form 1620 or equivalent) may be required by the Contracting Officer prior to contract award. If a guaranty agreement is required and it is a corporate guaranty from a company that does not file with the Security Exchange Commission (SEC), financial statements (with notes) for the last two completed fiscal years (and current year-to-date statements) shall be submitted with the executed guaranty agreement. If the agreement is a personal guaranty, federal tax returns for the past three tax years and a current personal balance sheet shall be submitted with the executed guaranty agreement. After review of the submitted financial statements/tax returns, additional financial information may be required at the discretion of the Contracting Officer.

L.9.8.6.16.5 If the Contracting Officer requires submission of a guaranty agreement, the guarantor's financial condition shall be evaluated in accordance with AAC-ORL's standard procedure for financial analyses. The financial analysis will give the greatest weight to: company growth/stability, profitability, balance sheet strength, cash flow from operations and documented sources of commercial credit.

L.9.8.6.17 Subcontractor Costs

Subcontractors can submit any proprietary cost information in a separate sealed package to either the prime contractor or directly to the Government. Additionally, the Offeror shall submit the following information for all subcontractor's over the previously discussed \$2 million threshold:

- (a) A description of the items to be furnished by the subcontractor;

- (b) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained;
- (c) The proposed subcontract price, the Offeror's cost or price analysis thereof in accordance with FAR 15-404-3(b), and performance/delivery schedule, and;
- (d) Identification of the type of subcontract to be used (FFP, CPFF, etc.).
- (e) Subcontractor costs shall be delineated by cost element (labor, indirect, material, etc.) and CLIN.
- (f) Subcontractor pass through costs. In this section, the Offeror shall identify its pass-through rate to be applied to all subcontract effort in task orders issued under the resultant contract. The Offeror shall further disclose the specific elements/factors that form the basis for the proposed pass-through rate. For the purpose of this solicitation and resultant contract performance, "pass through charges" refers to charges to the Government by the prime contractor that is for indirect costs and/or profit on labor work performed by a subcontractor/team member (other than charges for the direct costs of managing subcontracts and applicable indirect costs and profit based on such costs).

Note: The Government recognizes the necessity for prime contractors to recoup costs associated with the indirect processing, oversight and management of subcontract efforts; however, such charges must provide added value (i.e., benefit) to the Government and must not be excessive. For this acquisition, an excessive pass-through charge is defined as a charge that exceeds more than a single-digit percentage of total subcontract value. In this section, the Offeror shall identify its pass-through rate to be applied to all subcontract effort in task orders issued under the resultant contract. The Offeror shall further disclose the specific elements/factors that form the basis for the proposed pass-through rate. An Offeror's proposal of a pass-through rate exceeding single digits may be deemed unreasonable.

L.9.8.6.18 Travel and Other Direct Costs (ODC)

The Offeror and each subcontractor/team member shall provide information on proposed travel and Other Direct Cost (ODC) costs. The costs proposed shall be on a contract year basis. The Offeror shall clearly explain the basis and application of the proposed costs, as well as discuss the basis for any changes in costs from year-to-year or between on-site and off-site locations.

L.9.8.6.19 Profit/Fee

For CPFF efforts, identify the overall fixed fee proposed, both as a percentage of the total cost and expressed in monetary terms and discuss the basis thereof. Discuss how the proposed fixed fee or fixed fee rate was applied to labor category rates, and how profit/fee is allocated to subcontractor/team member costs/rates. Profit/Fee cannot be applied to travel costs.

L.9.8.6.20 Facilities Capital Cost of Money (FCCM)

When the Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

L.9.8.6.21 NCRC EPOS Lot 2 Proposal Cost/Price Workbook

Each prime and major subcontractor/team member shall submit with their proposal a **NCRC EPOS Lot 2 Proposal Cost/Price Workbook** (see **Section J, Attachment 41**), as discussed below.

- (a) A "Changes" tab has been added to Attachment 41 to help offerors identify the various updates the Government has made to Attachment 41. This Changes tab is provided solely for the convenience of the

offeror. The following Tabs are found in the Proposal Cost/Price Workbook, and shall be filled out by the offeror, as applicable.

- i. Tab 1 Instructions: This Tab outlines how each of the remaining tabs within the Cost/Price Workbook is to be filled out.
- ii. Tab 2 Labor Trace Matrix: This Tab shall be populated with the labor categories deemed equivalent by the Offeror to the descriptions provided. If a particular category is subject to a Wage Determination, then the equivalent category should be provided. If the Offeror chooses to add categories in addition to those provided, a substantiation for the additional category should also be included in this tab.
- iii. NITC Task Order 0001: This Tab shall be used to input the unit prices and total amounts proposed for each CLIN for the NITC Task Order. The Prime Offeror's fully burdened ([exclusive of profit/fee](#)) labor rates proposed within NITC Task Order 0001 shall match the rates proposed within the NCRC EPOS Rate Guide and cannot deviate. [Profit/fee is to be proposed at the CLIN level, as applicable.](#)
- iv. Sample Information Technology System Management (ITSM) Model Task Order: This Tab shall be used to input the unit prices and total amounts proposed for each CLIN for the sample Information Technology System Management Model Task Order. The Prime Offeror's fully burdened ([exclusive of profit/fee](#)) labor rates proposed within Sample ITSM Model Task Order shall match the rates proposed within the NCRC EPOS Rate Guide and cannot deviate. [Profit/fee is to be proposed at the CLIN level, as applicable.](#) "Plug values" are applicable to select CLINs for the Model ITSM Task Order. **These plug values are to be populated by the Prime Offeror only.** Prime offerors shall propose these values and cannot deviate by proposing more or less for these CLINs. The applicable CLINs and plug values are as follows:

CLINs 0004 and 1004:	\$250,000.00
CLINs 2004:	\$125,000.00

L.9.9 Glossary of Abbreviations and Acronyms

The Cost/Price Volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

L.9.10 Appendix A: Reserved

L.9.11 Appendix B: Copy of Section B, NCRC EPOS Rates Guide

Offeror shall submit a complete schedule containing labor rates for the base ordering period and all Option ordering periods under the NCRC EPOS MATOC in accordance with L.9.8.1. ~~Fully burdened labor rates with fee/profit shall be provided on a Cost-Plus Fixed-Fee and Firm Fixed Price basis.~~ Rates shall cover all NCRC locations to include Orlando (FL), Ft. Walton Beach (FL), Charleston (SC), and Patuxent River (MD).

L.9.12 Appendix C: Copy of Schedule B, Sample Information Technology System Management Model Task Order

Offerors shall fill-in the line item pricing at Schedule B of the **sample Information Technology System Management Model Task Order** to include all options and submit as Appendix C to the Cost/Price Volume.

L.9.13 Appendix D: Copy of Schedule B, NITC Task Order 0001

Offerors shall fill-in the line item pricing at Schedule B of the **NITC Task Order 0001** to include all options and submit as Appendix D to the Cost/Price Volume.

L.9.14 Appendix E: Progress Payment Provisions

For all major subcontracts that are cost reimbursable, incentive type, time & material, or fixed price with progress payment provisions (but only where the Prime contract contains progress payment provisions), the Offeror shall submit the following:

- (1) A list of all proposed subcontracts. The list shall include the company name and their address. The list shall also indicate the "type" (T&M, Cost, etc.) for each listed subcontract.
- (2) The list shall also include subcontractor contact information (name, telephone number and email address) for their cognizant DCMA ACO and cognizant DCAA supervisory auditor. If the subcontractor is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror shall identify the subcontractor's cognizant federal agency or agencies (and include the individual contact information)
- (3) A copy of each subcontractor's most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the subcontractor has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report shall also be submitted. If a subcontractor's accounting system is disapproved or not adequate, the Offeror shall identify all deficiencies along with steps taken, or required to be taken, to correct the deficiencies and a timeline to include audit by the cognizant federal audit agency after corrective action has been implemented. If a subcontractor's accounting system has never been audited by its cognizant federal audit agency, the Offeror shall so state and the Offeror shall provide the results of its review of the subcontractor's accounting system (Standard Form 1408, or equivalent).
- (4) If the Offeror's or major subcontractor's accounting system has never been audited by their cognizant federal audit agency, the Offeror or major subcontractor shall so state.
- (5) The Offeror's subcontractors may provide their information directly to the Government POCs listed in paragraphs L.1.6. Please note that failure of an Offeror or Offeror's subcontractor to submit proposal information in accordance with the date and time deadlines and the manner specified in the solicitation may result in the Offeror's entire proposal being found to be non-compliant or late.

L.9.15 Appendix F: Modified SF 1408 Checklist(s) for Prime/Major Subcontractor(s)

If the Offeror does not have an approved accounting system, as specified in L.9.7.10, the Offeror shall complete the SF1408- Pre-award Survey of Prospective Contractor Accounting System Checklist, below, and return the documentation as part of Cost/Price Volume of the proposal. A **NCRC EPOS DCMA Standard Form (SF) 1408** is enclosed in **Section J at Attachment 42**. Instructions:

1. Please refer to the instructions for filling out this form provided at the bottom of this document.
2. Mark "X" in the appropriate column.
3. On Page 2 provide a narrative describing how the current accounting system supports your response to each item.

		Yes	No	N/A	Note
1.	<u>Is the accounting system in accord with generally accepted accounting principles?</u>				1
2.	ACCOUNTING SYSTEM PROVIDES FOR:				
	<u>k. Proper segregation of direct costs from indirect costs.</u>				2
	<u>l. Identification and accumulation of direct costs by contract.</u>				3

		Yes	No	N/A	Note
	m. <u>A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (A contract is final cost objective)</u>				4
	n. <u>Accumulation of costs under general ledger control.</u>				5
	o. <u>A timekeeping system that identifies employees' labor by intermediate or final cost objectives.</u>				6
	p. <u>A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.</u>				7
	q. <u>Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account.</u>				8
	r. <u>Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions.</u>				9
	s. <u>Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract.</u>				10
	t. <u>Segregation of preproduction costs from production costs</u>				11
3.	Accounting system provides financial information:				
	c. <u>Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16).</u>				12
	d. <u>Required to support requests for progress payments.</u>				13
4.	Is the accounting system designated, and are the records maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions?				14
5.	Is the accounting system currently in full operation? (If not, describe in Page 2 narrative which portions are (1) in operation, (2) set up, but not yet in operation, (3) anticipated, or (4) nonexistent.) Do you currently have existing contracts with the U.S. Government?				15

Instruction: Use this section to explain how the current accounting system supports your response to each item. If a response is N/A provide further explanation. Use as much space as needed. Provide references to current policies and procedures if applicable.

Note	Narrative
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L.9.15.1 For those subcontractors required to have an adequate or approved accounting system, the Offeror's Cost/Price Volume shall contain either:

- (1) A copy of the DCMA and/or DCAA documentation clearly stating the subcontractor's accounting system is adequate or approved, or
- (2) A copy of the subcontractor's completed Modified SF 1408 Checklist with the documented results of the Offeror's evaluation of the subcontractor's accounting system.

L.9.15.2 If the most recent DCMA and/or DCAA documentation shows the subcontractor's accounting system is not adequate, the subcontractor shall provide its planned corrective action with a timeline.

L.9.15.3 In the event a subcontractor will not provide the required documentation to the Offeror for submission directly to the Government, it shall be the subcontractor's responsibility to submit the documents to the Government no later than the proposal submission deadline identified in paragraph **L.1.4**. The subcontractor shall comply with all instructions contained herein for submission. If required documents submitted by subcontractors are late, the Offeror's proposal may be considered late. The Offeror shall notify the Government of subcontractors electing to submit information related to the subcontractor's accounting system adequacy directly to the Government.

L.9.16 Appendix G: Defense Contract Audit Agency (DCAA) Points of Contact

The Offeror and their proposed major subcontractors shall submit contact information (name, telephone number and email address) for their cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) and cognizant Defense Contract Audit Agency (DCAA) supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror shall identify its cognizant federal agency or agencies (and include the individual contact information).

L.10 ADMINISTRATIVE INFORMATION – VOLUME IV

In order for an Offeror to be eligible for an award, their proposal shall be in compliance with the terms and conditions set forth in NCRC EPOS solicitation W900KK-20-R-0011. Alternate proposals are not permitted and the solicitation shall not be altered. If an Offeror proposes assumptions, or conditions that conflict with the terms, conditions, and requirements set forth in the solicitation the Offeror's proposal shall be considered non-responsive and eliminated from further consideration for award at the sole discretion of the Contracting Officer.

L.10.1 General Instructions

L.10.1.1 Pre-existing standalone documents submitted in the Administrative Information Volume shall retain their original page numbers. All pages of each individual document created in response to the solicitation that are more than one page shall be numbered sequentially in accordance with **L.1.20.2**.

L.10.1.2 Requirements to place the company name, date and solicitation number (W900KK-20-R-0011) in the header and/or footer of each page does not apply to documents on company letterhead and pre-existing standalone documentation submitted in the Administrative Information Volume.

L.10.2 Content of Administrative Information Volume

The Administrative Information Volume is a compilation of documents that stand on their own. The general outline described below provides a structured description of how the submittal would be organized for a paper copy bound within a single volume. However, there is no requirement for submission of a paper copy. If alphabetized naming conventions with underscores are applied as suggested, documents should appear in the order listed; facilitating an

organization that mirrors the order in which each item appears in these submission instructions. As a tool, the naming conventions serve to aid conducting an inventory to ensure all required documents are accounted for. Furthermore, appending the document name with a date is a useful labeling scheme for spotting the submission of documents containing changes in the event resubmission is necessary due to a proposal modification, or proposal revision. The directions are not intended to imply the entire digital volume should consist of a single PDF document.

- A_Transmittal_Letter
- B_Cover_Sheet_Title_Page
- C_Changes_Page
- D_Reserved
- E_Original_Equipment_Manufacturer_Non-Original_Equipment_Manufacturer_Declaration
- F_Solicitation_W900KK-20-R-0011
- G_NITC_Model_Task_Order
- H_Sample_ITSM_Model_Task_Order
- I_Organizational_Conflict_of_Interest_Mitigation_Plan
- J_Property_Management_System_Plan
- K_Reserved
- L_Agreements_Pursuant_With_FAR_9.505-4

L.10.3 A_Transmittal Letter

L.10.3.1 The transmittal letter shall include information required at FAR 52.215-1(c)(2).

L.10.3.2 The Offeror shall include a contact list (with phone numbers, fax numbers, mailing addresses, e-mail addresses, etc.) of all key proposal preparation personnel. Specifically, the contact list shall provide the company/division point of contact regarding decisions made with respect to the Offeror's proposal and who can obligate the Offeror's company contractually.

L.10.3.3 The contact list shall also identify a primary and one backup point of contact for all correspondence (such as setting up briefing times, coordinating Evaluation Notice [EN] deliveries, if any, etc.). In addition, the contact list shall indicate the person to contact in the event the Offeror is awarded a contract (provide, at a minimum, contact's title, phone number, and e-mail address); typically the person to notify in the event of award is a senior professional of the corporation.

L.10.4 B_Cover Sheet/Title Page

An Administrative Information Volume Cover Sheet/Title Page shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR Subpart 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. The Cover Sheet/Title Page shall be dated and clearly mark the program title (National Cyber Range Complex Event Planning, Operations, and Support); solicitation number (W900KK-20-R-0011); MATOC Lot (e.g., Small Business Set-Aside Lot 2); proposal Volume Number, Revision Number (if applicable), and Volume Title (e.g., Volume IV, Revision 1 – Administrative Information); Offeror's Name; and, Offeror's address.

L.10.5 C_Changes Page

Behind the Cover Sheet/Title Page and prior to the Table of Contents with lists of Tables and Figures include a Changes Page to document the history of all proposal modifications and revisions.

L.10.6 D_Reserved

L.10.7 E_Original Equipment Manufacturer/Non-Original Equipment Manufacturer Declaration

The Offeror (prime contractor, or joint venture partners), teaming arrangement partners, and subcontractors at all levels/tiers shall complete and submit the Original Equipment Manufacturer/Non-Original Equipment Manufacturer Declaration (**NCRC EPOS OEM or Non-OEM Declaration**) provided at **Section J, Attachment 38**. If changes occur over the life of the NCRC EPOS MATOC, declarations shall be made current and submitted to the Contracting Officer at no additional cost to the Government.

L.10.8 F Solicitation W900KK-20-R-0011

L.10.8.1 Section A – Solicitation, Offer, and Award Standard Form 33 (SF 33, Items 12-18)

The Offeror's proposal shall include submission of a completed and a signed copy of the Standard Form (SF) 33 located at Section A of solicitation W900KK-20-R-0011, and shall also include a signed copy of the SF 30 for each amendment. Block 12 of the SF 33 shall document proposal validity not less than 365 calendar days after the proposal submission date documented in Block 9 of the SF 33. Block 17 of the SF 33 requires an original or scanned signature executed by an official that is authorized to bind the contractor to perform the contract. The signed SF 33 shall be combined with other sections of the solicitation (Sections A-K) for submission as a single searchable Adobe.pdf. In conclusion, these submission instructions for Solicitation W900KK-20-R-0011 should lead a reader to conclude the Administrative Information – Volume IV submission shall include a complete document (W900KK-20-0011, Section A – Section K).

L.10.8.2 Section B - Supplies or Services and Costs/Prices

With regard to proposal preparation and submission, there are no requirements for Offerors to complete any fill-in documentation at Section B of the solicitation. In addition, there are no requirements for Offerors to enter line item prices for any of the CLINs in Section B of solicitation W900KK-20-R-0011: all contract performance shall be accomplished through the placement of orders.

L.10.8.3 Section C - Description/Specs/Work Statement

L.10.8.3.1 With regard to proposal preparation and submission, there are no requirements for Offerors to complete any fill-in documentation at Section C of the solicitation.

L.10.8.4 Section D - Packaging and Marking

There are no requirements for Offerors to complete any fill-in documentation at Section D of the solicitation, whereas all deliveries or performance shall occur within individual delivery/task orders.

L.10.8.5 Section E - Inspection and Acceptance

There are no requirements for Offerors to complete any fill-in documentation at Section E of the solicitation, whereas inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or his/her duly authorized representative unless otherwise stated within individual Task/Delivery Orders.

L.10.8.6 Section F - Deliveries or Performance

There are no requirements for Offerors to complete any fill-in documentation at Section F of the solicitation, whereas all deliveries or performance shall occur within individual Task/Delivery Orders.

L.10.8.7 Section G - Contract Administrative Data

There are no requirements for Offerors to complete any fill-in documentation at Section G of the solicitation, whereas all deliveries or performance shall occur within individual within individual Task/Delivery Orders. The Government shall ensure clauses at Section G are completed prior to contract award.

L.10.8.8 Section H - Special Contract Requirements

Not applicable. This Section is not used in solicitation W900KK-20-R-0011.

L.10.8.9 Section I - Contract Clauses

Pursuant with FAR 52.219-28, entitled **Post-Award Small Business Program Representation**, if the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete a representation and submit it to the contracting office in accordance with the clause.

L.10.8.10 Section J – Exhibits/Attachments

L.10.8.10.1 At time of contract award, the Government will update the Contract Data Requirements List (CDRL) documents at Exhibit A through Exhibit C to reflect the contract number and to add other pertinent administrative information. The Government will also incorporate into Section J the Contracting Officer's Representative (COR) Appointment Letter, and if necessary an Alternate Contracting Officer's Representative (ACOR) Appointment Letter; the Offeror's Organizational Conflict of Interest (OCI) Mitigation Plan (paragraph **L.10.11**); Property Management System Plan (paragraph **L.10.12**); the NCRC EPOS Rate Guide (paragraph **L.9.11**). These artifacts are to be provided as directed in the applicable solicitation paragraphs and shall not be included for a second time in this portion (paragraph **L.10.8.10**) of the Administrative volume. The purpose of this paragraph is simply to communicate the Government's intent to incorporate these various artifacts as attachments to the resultant contract.

L.10.8.11 Section K – Representations, Certifications and Other Statements of Offerors

The Offeror shall complete required Representations, Certifications, and other Statements of Offerors. Section K may be combined with other sections of the solicitation (Sections A-K) for submission as a single searchable Adobe.pdf file format.

L.10.9 G_W900KK-20-R-0011-0011 NITC Task Order

L.10.9.1 Section A – DD Form 1155

The Offeror's proposal submission shall include a completed Department of Defense (DD) Form 1155 with an original or scanned signature executed by an official that is authorized to bind the contractor to perform the Task Order.

L.10.9.2 Section B - Supplies or Services and Costs/Prices

The Offeror shall document CLIN pricing for each line item in Section B except those marked Not Separately Priced (NSP).

L.10.9.3 Section J – Exhibits/Attachments

The Government will also incorporate into Section J of the NITC task order the **NITC Government Rights in Technical Data (Attachment 10)** proposed in Appendix B of the offeror's technical volume. In this section of the proposal, offeror's shall complete and provide the appropriate sections of the **DD Form 254 and Continuation Sheet (Attachment 11)**. These artifacts are to be provided as directed in the applicable solicitation paragraphs and shall not be included for a second time in this portion (paragraph **L.10.9.3**) of the Administrative volume. The

purpose of this paragraph is simply to communicate the Government's intent to incorporate these various artifacts as attachments to the resultant contract, and to provide a location for offeror's to provide the completed DD Form 254.

L.10.10 H_Sample ITSM Model Task Order

L.10.10.1 Section B - Supplies or Services and Costs/Prices

The Offeror shall document CLIN pricing for each line item in Section B except those marked Not Separately Priced (NSP).

L.10.10.2 Attachment 18 Submission

Offerors shall not separate sections, or otherwise alter the sample **ITSM Model Task Order (Section J, Attachment 18)**. The entire ITSM Model Task Order (Section A – Section J), shall be submitted within the Administrative Information – Volume IV.

L.10.11 I_Organizational Conflict of Interest Mitigation Plan

All Offeror's shall submit an Organizational Conflict of Interest Mitigation Plan in accordance requirements contained in solicitation W900KK-20-R-0011 for NCRC EPOS. If the Government has questions regarding the potential awardee's Organizational Conflict of Interest Mitigation Plan prior to award the communications are not part of discussions as defined in FAR 15.306, Exchanges With Offerors After Receipt of Proposals.

L.10.12 J_Property Management System Plan

In accordance with FAR 45.201(a), the Government will furnish property to contractors during performance under some, but not all of the Task Orders pursuant with FAR 45.201(b). Therefore, Offeror's shall submit with their proposal a Property Management System Plan. If the Government has questions regarding the potential awardee's Property Management System Plan prior to award, the communications and questions are not part of discussions as defined in FAR 15.306, Exchanges With Offerors After Receipt of Proposals.

L.10.13 K_Reserved

L.10.14 L_Agreements Pursuant With FAR 9.505-4

To facilitate the use of Non-Government Advisors during source selection as described at L.1.15, each Offeror, joint venture partners and subcontractors at all levels shall submit copies of the agreement required in accordance with FAR 9.505-4 with their proposal.

SMALL BUSINESS SET-ASIDE LOT 2 ONLY – END

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

SECTION M - EVALUATION FACTORS**M.1 BASIS FOR AWARD**

Evaluations will be conducted in accordance with FAR Part 15, full and open competitive acquisition for the unrestricted pool and a full and open competitive acquisition after exclusion for the Small Business set-aside pool. All compliant proposals shall be subject to evaluation by a team of Government evaluators & advisors. Award will be made to the best value proposals utilizing a Subjective Trade-off Methodology. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Subjective judgment against objective criteria is implicit in the evaluation process.

As the Non-Cost/Price Factors among proposals tend toward equality, the Cost/Price will become more important in making the award determination(s). Award may be made to other than the lowest-priced proposal if the Government determines that paying a price premium is warranted. The Government may also award to other than the highest technically rated proposal if the Government determines that paying a price premium is not warranted.

The Government reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted and the availability of funds.

M.1.1 Evaluation Rating Definitions**M.1.1.1 Significant Strength**

An aspect of the Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

M.1.1.2 Strength

An aspect of the Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

M.1.1.3 Weakness

A flaw in the proposal that increases the risk of unsuccessful contract performance

M.1.1.4 Significant Weakness

A flaw in the Offeror's proposal that appreciably increases the risk of unsuccessful contract performance.

M.1.1.5 Deficiency

A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

M.1.2 EVALUATION FACTORS AND SUBFACTORS

The Government will evaluate Offeror proposals against the criteria set forth below. Multiple awards will be made to those responsible Offerors submitting proposals that are determined to offer the best value to the Government (i.e., which provides the greatest overall benefit to the Government in response to the requirement, price and non-price evaluation factors considered). As such, the Government may award to other than the lowest priced or most technically outstanding proposal.

FULL AND OPEN LOT 1 ONLY - BEGIN**M.1.2.1 Lot 1 Evaluation Factors**

Factor 1: Technical (Volume I)

- Subfactor 1.1 Cyber T&E Event Scenario
- Subfactor 1.2 Cyber Training Event Scenario
- Subfactor 1.3 Closed Environment Challenges Scenario

Factor 2: Past Performance (PP) (Volume II)

Factor 3: Small Business Participation (SBP) (Volume III)

Factor 4: Cost/Price (Volume IV)

Not Evaluated – Administrative Information (Volume V)

M.1.2.2 Lot 1 Relative Order of Importance

Factor 1 (Technical) is more important than Factor 2 (Past Performance). Factor 2 (Past Performance) is more important than Factor 3 (Small Business Participation). Factor 3 (Small Business Participation) is more important than Factor 4 (Cost/Price). When combined, Factors 1-3 (Technical, Past Performance, and Small Business Participation) are more important than Factor 4 (Cost/Price).

Under Factor 1 (Technical), Subfactor 1.1 (Cyber T&E Event Scenario), Subfactor 1.2 (Cyber Training Event Scenario) and Subfactor 1.3 (Closed Environment Challenges Scenario) are all of equal importance.

FULL AND OPEN LOT 1 ONLY - END**SMALL BUSINESS SET-ASIDE LOT 2 ONLY - BEGIN****M.1.2.3 Lot 2 Evaluation Factors**

Factor 1: Past Performance (PP) (Volume I)

Factor 2: Technical (Volume II)

- Subfactor 2.1 Information Technology System Management (ITSM)
- Subfactor 2.2 Enterprise Security
- Subfactor 2.3 Innovation

Factor 3: Cost/Price (Volume III)

Not Evaluated – Administrative Information (Volume IV)

M.1.2.4 Lot 2 Relative Order of Importance

Factor 1 (Past Performance) is more important than Factor 2 (Technical). Factor 2 (Technical) is more important than Factor 3 (Cost/Price). When combined, Factors 1 and 2 (Past Performance and Technical) are significantly more important than Factor 3 (Cost/Price).

Under Factor 2 (Technical), Subfactor 2.1 (ITSM) is more important than Subfactor 2.2 (Enterprise Security). Subfactor 2.2 (Enterprise Security) is more important than Subfactor 2.3 (Innovation).

SMALL BUSINESS SET-ASIDE LOT 2 ONLY – END

M.1.3 EVALUATION PROCESS

The Government will perform an initial assessment of the Offeror's proposal against the submittal requirements of Section L, Instructions to Offerors for compliance. Failure to submit the required documentation in the format specified in Section L of the solicitation may render the Offeror's proposal unevaluable and the proposal will be eliminated as non-compliant from the competition without further consideration.

If the Government determines that award without discussions can be made, the NCRC EPOS evaluation team will perform a three-step evaluation process for all offers received.

First: Once the initial assessment for compliance process is complete, the NCRC EPOS Source Selection Evaluation Board (SSEB) shall conduct a comprehensive evaluation of compliant proposals based on the evaluation criteria.

Second: The Source Selection Advisory Council shall review the evaluation and findings of the SSEB to ensure their accuracy, consistency, and supportability in accordance with the evaluation criteria and shall provide advice, analysis, briefings, and consultation as requested by the SSA. The SSAC shall provide a written comparative analysis of proposals and an award recommendation in an SSAC report for Source Selection Authority (SSA) consideration.

Third: The Source Selection Authority will evaluate all findings and will exercise independent judgment to select the source(s) whose proposal(s) offers the best value to the Government in accordance with evaluation criteria and basis for award stated in the solicitation.

Note: In the event that the evaluation team discovers misleading, falsified, and/or fraudulent proposal information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

M.1.3.1 Discussions

The Government reserves the right to award contracts without discussions. The Government reserves the right to conduct discussions if determined necessary. Accordingly, your Firm's offer should reflect your most favorable terms and price. The Government will evaluate proposals in accordance with FAR 15.305(a), and, if discussions are to be conducted, the PCO will establish a competitive range comprised of the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors. The decision to hold discussions and establish a competitive range will be made at the discretion of the Government.

M.1.3.2 Competitive Range

After evaluating all proposals in accordance with FAR 15.305(a), the PCO may also determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Offerors are therefore advised that the Government, for purposes of efficiency, may also limit the number of competitive range Offerors, at the Government's sole discretion.

M.1.3.3 Failure to Provide Proposal Information

Failure of an offeror to submit its proposal in accordance with the date and time deadlines or in the manner specified in the solicitation may result in proposal rejection. All clauses and provisions included in this solicitation are applicable and must be considered in the proposal submission.

M.1.3.4 Evaluation

Offerors are cautioned that while the Government will not evaluate every PWS requirement for the purposes of the source selection evaluation, the awardee will be required to comply with the PWS requirements during contract performance. The Government may determine, at its discretion, that an offeror's proposal is unacceptable if the proposal indicates that: it cannot or will not meet any of the PWS requirements; provides an approach that clearly does not meet any of the PWS requirements; or, includes data which prompts the Government to question the offeror's compliance with any of the PWS requirements. Unacceptable proposals may be rejected.

M.1.3.5 Additional Information

The Government reserves the right to request additional information after receipt of the offeror's responses to the solicitation, in accordance with FAR 15.306, through clarifications, communications or discussions. Government exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer.

M.1.3.6 Unrealistic Proposals

The Government reserves the right to reject any proposal that it evaluates to be unrealistic in terms of program commitments, including contract terms and conditions, such that the proposal is deemed to reflect a failure to comprehend the complexity and risks of the program.

M.1.3.7 Extrinsic Information

The Government may use information other than that provided by the offeror in its evaluation of cost and past performance. Such information, referred to as extrinsic information, is obtained from sources outside the proposal. Sources of extrinsic information may include DCAA, DCMA, Government Databases, as well as other means.

M.1.3.8 Above and Beyond Features

Beneficial features offered beyond the requirements of this solicitation will be incorporated into the awardees' contract. The Offeror will be expected to perform based on the entire proposed approach, to include any over and above features contained within their proposal.

FULL AND OPEN LOT 1 ONLY - BEGIN

M.2 FACTOR 1 – TECHNICAL (VOLUME I)

M.2.1 Technical Factor Rating Methodology

The Offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the Offeror's technical solution for meeting the Government's requirement.

The risk rating considers the risk associated with the technical approach to meeting the requirement. Unless a waiver is granted, technical evaluations shall utilize the ratings listed in **Table M.2.1** and **Table M.2.2**.

Table M.2.1 Technical Rating Method

Technical Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

TO BE ELIGIBLE FOR AN AWARD, THE OFFEROR MUST ACHIEVE A RATING OF ACCEPTABLE OR HIGHER FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS. OFFERORS ARE ON NOTICE THAT RECEIVING A RATING OF LESS THAN ACCEPTABLE FOR ANY SUB-FACTOR MAY CAUSE THE OVERARCHING TECHNICAL FACTOR TO BE RATED AS LESS THAN ACCEPTABLE, AT THE SOLE DISCRETION OF THE GOVERNMENT. OFFERORS ARE ALSO ON NOTICE THAT RECEIVING A RATING OF UNACCEPTABLE FOR ANY SUBFACTOR WILL CAUSE THE OVERARCHING TECHNICAL FACTOR TO BE RATED AS UNACCEPTABLE AND UNAWARDABLE.

M.2.2 Technical Risk Rating

Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance. Technical risk shall be rated using the ratings listed in **Table M.2.2**.

Table M.2.2 Technical Risk Ratings Method

Risk	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.
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TO BE ELIGIBLE FOR AN AWARD, THE OFFEROR MUST ACHIEVE A TECHNICAL RISK RATING OF “LOW” OR “MODERATE” FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS. A TECHNICAL RISK RATING OTHER THAN “LOW” OR “MODERATE” FOR ANY TECHNICAL SUB-FACTOR MAY RESULT IN A LESS THAN “LOW” OR “MODERATE” RISK RATING FOR THE OVERARCHING TECHNICAL EVALUATION FACTOR.

M.2.3 Factor 1 Based Eligibility Determination

Factor 1 (Technical) rating of less than Acceptable for any Subfactors shall cause the overarching factor to be rated less than Acceptable. Offerors must receive a rating of Acceptable or higher for Factor 1 to be considered for award.

Using the requirements in the **sample Charleston (CHS) Site Services Model PWS** listed at Section J **Attachment 14**, the Government will evaluate the Offeror’s response to the following three subfactors:

Subfactor 1.1	Cyber T&E Event Scenario
Subfactor 1.2	Cyber Training Event Scenario
Subfactor 1.3	Closed Environment Challenges Scenario

Note: Factor 1 as described by the evaluation criteria herein, was constructed to also consider the technical capabilities and level of quality necessary to perform the scope of work described in the NITC Task Order 0001 Performance Work Statement. Therefore, separate Technical Factor submission instructions and evaluation criteria are not necessary for the award of Task Order 0001.

M.2.3.1 Cyber T&E Event Scenario (Subfactor 1.1)

Based on the sample event provided as **Section J Attachments 27**, the Government will:

- (1) Evaluate the soundness, applicability and maturity of the Offeror’s design analysis methodology and technical process for translating the requirements and objectives into an event environment and set of executable activities.
- (2) Evaluate the Offeror’s Event Support Plan for the following:
 - a. The accuracy and completeness of their translation of the event objectives described in the event scenario into specific event objectives and requirements.
 - b. The technical accuracy and completeness of the proposed network topology and security mechanism(s) design, composition, instrumentation and configuration and how it supports the stated event environment requirements.
 - c. The applicability and completeness of the proposed test cases and tactics, techniques and procedures (TTPs), defensive and/or offensive cyber operations TTPs and their overall event execution process.
- (3) Evaluate the completeness and accuracy of the Offeror’s understanding of the information security aspects (e.g. policies, procedures) that will need to be addressed during the event planning and execution lifecycle;
- (4) Evaluate the technical accuracy and completeness of the Offeror’s proposed event-specific customized capabilities and content and how they support event objectives and requirements in a closed loop environment.

- (5) Evaluate the soundness, applicability, repeatability and completeness of the Offeror's proposed pre-, post- and event execution activities and processes including maintenance of developed capabilities and content.
- (6) Evaluate the soundness, applicability and maturity of the Offeror's proposed technical approach and methodology for ensuring that NCRC event environment capabilities, content, products, and deliverables have Government Purpose Rights (GPR) to include processes for identifying and resolving potential data rights issues that could lead to less than GPR.

M.2.3.2 Cyber Training Event Scenario (Subfactor 1.2)

Based on the sample event provided as **Section J Attachments 28**, the Government will:

- (1) Evaluate the soundness, applicability and maturity of the Offeror's design analysis methodology and technical process for translating the requirements and objectives into an event environment and set of executable activities.
- (2) Evaluate the Offeror's event Support Plan for the following:
 - a. The accuracy and completeness of their translation of the event objectives described in the event scenario into specific event objectives and requirements.
 - b. The technical accuracy and completeness of the proposed network topology and security mechanism(s) design, composition, instrumentation and configuration and how it supports the stated event environment requirements.
 - c. The applicability and completeness of the proposed test cases, tactics, techniques and procedures (TTPs), defensive and/or offensive cyber operations TTPs and their overall event execution process.
- (3) Evaluate the soundness and accuracy of the Offeror's understanding of the information security aspects (e.g. policies, procedures) that will need to be addressed during the event planning and execution lifecycle;
- (4) Evaluate the technical accuracy and completeness of the Offeror's proposed event-specific customized capabilities and content and how they support event objectives and requirements in a closed loop environment.
- (5) Evaluate the soundness, applicability, repeatability and completeness of the Offeror's proposed pre-, post- and event execution activities and processes including maintenance of developed capabilities and content.
- (6) Evaluate the soundness, applicability and repeatability of the Offeror's proposed technical approach and methodology for ensuring that NCRC event environment capabilities, content, products, and deliverables have Government Purpose Rights (GPR) to include processes for identifying and resolving potential data rights issues that could lead to less than GPR.

M.2.3.3 Closed Environment Challenges Scenario (Subfactor 1.3)

Based on the sample scenario provided as **Section J Attachments 29**, the Government will:

- (1) Evaluate the soundness, applicability and maturity of the Offeror's design analysis methodology and technical process for translating the requirements and objectives into an event environment and set of executable activities.
- (2) Evaluate the Offeror's Event Support Plan for the following:

- e. The accuracy and completeness of their translation of the event objectives described in the event scenario into specific event objectives and requirements.
 - f. The technical accuracy and completeness of the proposed network topology and security mechanism(s) design, composition, instrumentation and configuration and how it supports critical event environment requirements.
 - g. The applicability and completeness of the proposed test cases, tactics, techniques and procedures (TTPs), defensive and/or offensive cyber operations TTPs that will be used and the overall event execution methodology.
 - h. The applicability and completeness of the proposed Blue Team Operations Plan and event execution methodology outlining how it contributes to the effectiveness and efficiency of the proposed cooperative vulnerability assessment activities.
- (3) Evaluate the soundness and accuracy of the Offeror's understanding of the information security aspects (e.g. policies, procedures) that will need to be addressed during the event planning and execution lifecycle;
 - (4) Evaluate the technical accuracy and completeness of the Offeror's proposed event-specific customized capabilities and content and how they support event objectives and requirements in a closed loop environment.
 - (5) Evaluate the soundness, applicability, repeatability and completeness of the Offeror's proposed pre-, post- and event execution activities and processes including maintenance of developed capabilities and content.
 - (6) Evaluate the soundness, applicability and repeatability of the Offeror's proposed technical approach and methodology for ensuring that NCRC event environment capabilities, content, products, and deliverables have Government Purpose Rights (GPR) to include processes for identifying and resolving potential data rights issues that could lead to less than GPR.

M.3 FACTOR 2 - PAST PERFORMANCE (VOLUME II)

TO BE ELIGIBLE FOR AWARD, THE OFFEROR MUST ACHIEVE A PAST PERFORMANCE CONFIDENCE ASSESSMENT RATING OF NEUTRAL CONFIDENCE OR HIGHER

The past performance evaluation factor assesses the degree of confidence the Government has in an Offeror's ability to deliver supplies and services that meet the solicitation requirements based on a demonstrated record of performance. The Government will evaluate the relevancy, recency, and quality to determine an overall performance confidence in the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of NCRC EPOS program requirements. "Major Subcontractor" means a subcontractor that will be providing critical supplies/services.

M.3.1 Past Performance (General)

M.3.1.1 The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts.

M.3.1.2 The Government may use past performance information provided by the Offeror, as solicited; past performance information obtained from questionnaires tailored to the circumstances of the acquisition; and past performance information obtained from any other sources available to the Government, to include, but not limited to, the Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases and Government files; the Defense Contract Management Agency; and interviews with the Program/Product/Project Managers, Procuring Contracting Officers/Administrative Contracting

Officers, and Fee Determining Officials; and, other personnel familiar with the Offeror and their current and past performance under Federal, State or Local Government or commercial contracts for same or similar efforts.

M.3.1.3 The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractors. In either case, the prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

M.3.2 NCRC EPOS Past Performance Evaluation

There are three aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in contractor performance and source of information).

M.3.2.1 Past Performance Recency Evaluation

The first aspect of the past performance evaluation for the NCRC EPOS program is to assess the recency of the submitted past performance records based on Past Performance Recency Rating definitions and criterion at **Table M.3.2.1**

Table M.3.2.1 Past Performance Recency Rating

Rating	Definition and Criteria
Recent	Past Performance by a prime or major subcontractor, under a Government/Commercial contract vehicle that is still in progress (current, on-going), or completed within the past three (3) years prior to the solicitation release date. Contracts or efforts beginning before the three-year period but ending during the three-year period are considered recent.
Not Recent	Past Performance by a prime or major subcontractor, on a newly awarded Government/Commercial contract vehicle, without a performance history of at least one (1) year. Past Performance under a contract vehicle that concluded more than three years prior to the solicitation issuance date.

Recency is the time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.

Each submitted past performance record that is determined "Not Recent" will not be further evaluated.

M.3.2.2 Past Performance Relevancy Evaluation.

The second aspect of the past performance evaluation for the NCRC EPOS program is to assess the relevancy of the submitted past performance (for each record that is determined RECENT), based on Past Performance Relevancy Rating definitions and criterion at **Table M.3.2.2**.

Table M.3.2.2 Past Performance Relevancy Rating

Rating	Definition and Criteria
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved none of the scope and magnitude of effort and complexities this solicitation requires.

To assess Past Performance relevancy, the Government will evaluate how the NCRC EPOS program requirements will be assigned within the Offeror's corporate entity and among the proposed teaming partners and subcontractors solely to determine the relevancy of the past performance attributable to the effort that the entity is performing. If an Offeror is utilizing past performance information of an affiliate/subsidiary/parent company, the Government will evaluate if the affiliate/subsidiary/parent company will have meaningful involvement in the performance of the contract. The description of the work performed by the affiliate/subsidiary/parent company will be considered in determining the relevancy of the past performance information provided for the affiliate/subsidiary/parent company.

Specifically, the areas of relevancy to be evaluated include prime/subcontractor past performance that is similar to cost, schedule, and performance requirements on programs in the context of the sample **Charleston Site Services Model Task Order PWS**; involving the planning and execution of independent and objective Test and Evaluation (T&E) of advanced cyberspace capabilities for defense, federal, and commercial programs; and, conduct of realistic cyber training, exercises, and mission rehearsals.

To assess whether records of past performance submitted by Offerors are similar to NCRC EPOS program requirements, each example of past performance provided in Volume II – Past Performance shall be evaluated against the NCRC EPOS critical tasks that follow to determine past performance relevancy.

M.3.2.2.1 Critical Task 1: Event Planning and Design. The Government will evaluate the past performance of technical and procedural capabilities needed to effectively translate customer event objectives and requirements [e.g., program of record (POR) developmental or operational test (DT/OT) requirements, mission-tailored use cases, exercise Master Scenario Events Lists (MSELs)], and cyber mission force training standards and objectives into actionable and customer-tailored cybersecurity event environments at a cyber range. It includes evaluating identified and/or designed new or modified IT assets, capabilities, and event-specific content (e.g. websites, network traffic, user populations and accounts required to support a given set of objectives). It also includes evaluating identified participating organizations and their activities (e.g. cybersecurity evaluation or "red" teams).

Sub-Task 1A: Re-engineering and modifying representative internet services to enable them to operate in a closed cyber range environment.

Sub-Task 1B: Processes, procedures, and technical capabilities associated with event planning and design.

Sub-Task 1C: Types and availability of workforce skillsets needed to plan and design the complex capabilities needed to build realistic event environments and how to effectively organize, utilize, and retain them.

Sub-Task 1D: Processes, procedures, and technical capabilities to enable sharing of complex capability and content "models" across different cyber ranges.

M.3.2.2.2 Critical Task 2: Event Execution and Operations. The Government will evaluate the management of the closed cybersecurity infrastructure needed to support event environments [e.g., combinations of Live, Virtual and Constructive (LVC) capabilities]. It includes, but is not limited to, real and simulated general purpose red, gray, and blue space, and related command and control services and capabilities to enable remote, geographically distributed execution of cybersecurity T&E events that support DoD acquisition programs and providing environments capable of training and certifying DoD cyber mission forces. This includes installing, configuring and operating a fully planned cybersecurity T&E or training event on a given set of networking and computing assets. It also includes performing day-to-day cyber range data center and network operations IAW accepted industry best practices. Multiple concurrent environments at different classifications from unclassified through Top Secret-SCI and consisting of combinations of virtual machines and physical instances will need to be managed.

Sub-Task 2A: Tools, capabilities, and experience in operating specialized data centers and with managing complex distributed closed loop IP-based network and computing infrastructures.

Sub-Task 2B: Tools, capabilities, and experience in managing the execution of cybersecurity T&E events for DoD acquisition programs of record at different scales and levels of realism.

Sub-Task 2C: Tools, capabilities, and experience in managing the execution of cybersecurity events to support DoD cyber mission forces training, certification and exercise events at different scales and levels of realism.

Only efforts deemed as “Somewhat Relevant” and above will be further evaluated for Performance Confidence Assessment Rating. Each past performance record submitted by the Offeror that is determined “Recent” but “Not Relevant” will not be further evaluated and shall be documented as “Neutral Confidence” for the Performance Confidence Assessment Rating.

M.3.2.3 Quality

The Government will consider the quality of service provided to include, but not limited to: record of compliance with previous contract requirements, standards of good workmanship/technical excellence, effectiveness of program management (to include use and control of subcontracts), timeliness of deliverables, effectiveness in forecasting/controlling estimated costs, and commitment to customer satisfaction. A separate quality assessment rating is not required and will not be assigned; rather, the past performance confidence assessment rating is based on the Offeror’s overall record of recency, relevancy, and quality of performance.

M.3.2.4 Past Performance Confidence Assessment Evaluation.

The Performance Confidence Assessment is defined as the likelihood of successfully executing the proposed approach based upon the Offeror’s recent/relevant past performance record. The Government will review all past performance information collected and determine the quality of the Offeror’s performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. The final product of the Past Performance Evaluation for each Offeror will be a single Performance Confidence Assessment Rating that is determined based on the definitions and criterion at **Table M.3.2.4**.

Table M.3.2.4 Past Performance Confidence Assessment Rating

Rating	Definition and Criteria
Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

The Government will evaluate the total combined past performance submissions addressing each area outlined within Section **M.3**. The Government’s intent in this assessment is to identify those Offerors whose demonstrated record of past performance represents the lowest performance risk in providing beneficial solutions to the requirements in the execution of the contract.

In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and quality of services/performance (general trends in Offeror’s performance) shall be

considered and evaluated for a past performance confidence assessment. These are combined to establish one performance confidence rating for each Offeror.

The Government's assessment will focus on the quality of the Offeror's past performance as it relates to the solicitation requirements listed. In no order of importance, these requirements include all aspects of schedule, performance and supportability, including the Offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules, including the administrative aspects of performance; 4) ability to resolve technical problems quickly and effectively; 5) business-like concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors. Evaluation of the factual evidence will verify that the Offeror has adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon past performance.

Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned an overall "Neutral Confidence" rating and its proposal will not be evaluated either favorably or unfavorably on past performance. A "Substantial Confidence" or "Satisfactory Confidence" past performance rating will be considered more advantageous to the Government than a "Neutral Confidence" rating.

M.4 FACTOR 3 – SMALL BUSINESS PARTICIPATION (SBP) (VOLUME III)

All Offerors (both large and small businesses) will be evaluated on the level of U.S. small business commitment that they are demonstrating for the proposed acquisition, relative to the objectives and goals established for the NCRC EPOS program and their prior level of commitment to utilizing small businesses in performance of current/prior contracts. Ratings described in **Table M.4** shall be used for the small business evaluation and an adjectival rating will be assigned to each Offeror.

Table M.4 Small Business Participation Proposal Evaluation Ratings

Color Rating	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Yellow	Marginal	Proposal does not demonstrate an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

The following criteria shall be used by the Government to evaluate Small Business Participation for each of the Offeror's proposals.

M.4.1 Achievement of Small Business Participation Goal

M.4.1.1 The Government will evaluate the extent to which the Offeror meets or exceeds the Government's Small Business Participation requirement/objective of no less than 25% in first tier small business subcontractors based on the total evaluated price for the **Sample Charleston Site Services Model Task Order**. The Government will

evaluate how the Offeror meets or exceeds the 25% Small Business Participation requirement, which includes representation from Small Business (SB), Small Disadvantaged Business (SDB), Service-Disabled Veteran Owned Small Business (SDVOSB), Woman Owned Small Business (WOSB) and/or Historically Underutilized Business Zone Small Business (HUBZones). This 25% Small Business Participation requirement does not apply for Task Order 0001 (Innovation and Technology Council).

M.4.1.2 Proposals not meeting the required Small Business Participation percentage goal of 25% may be considered ineligible for award. The Government shall hold the Offeror accountable to their proposed Small Business Participation rate if over the 25% threshold.

M.4.2 Small Business Participation Commitment Document

The Government will verify percentages/dollars of Total Evaluated Price allocated to small business and presented in the Small Business Participation Commitment Document are consistent with the percentages of the Total Evaluated Price presented in the Cost/Price Workbook for the **Sample Charleston Site Services Model Task Order**. The Government will also consider any narrative descriptions provided relating to travel, other direct costs, and/or material costs allocated to small business. Proposals that are not consistent between the Small Business Participation Commitment Document Proposal and Total Evaluated Price presented in the Cost/Price Workbook may be considered unacceptable. Unacceptable proposals may be rejected; the PCO will notify an Offeror if the proposal is rejected IAW FAR 15.503(a)(1).

M.4.3 Role of Small Business Firms and Processes

The extent to which small business firms and processes for competing/identifying areas for small business, as defined in FAR 19, are specifically identified in proposals. Processes focused on increasing Small Business Participation will be weighted more heavily than generic or non-existent ones. Offerors who clearly demonstrate how this process for identifying, competing, and selecting small businesses for subcontracted work will enable them to meet or exceed the Small Business Participation requirements/objectives will be rated more favorably.

M.4.4 Commitments to Use Small Business Firms

Enforceable/binding agreements will be weighted more heavily than non-enforceable/non-binding ones. For evaluation purposes unsigned enforceable/binding agreements shall be treated as non-enforceable/non-binding documentation.

M.4.5 Complexity and Variety of Small Business Work

Increased complexity and variety that supports the growth of the Small Business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

M.4.6 Compliance with FAR Small Business Requirements

The Government will evaluate the past performance descriptions provided regarding Offeror compliance with requirements of FAR 52.219-8 Utilization of Small Business Concerns. Offerors who describe past performance which clearly demonstrates the capability to meet the requirements of FAR 52.219-8 will be rated more favorably. If an Offeror has stated in their proposal that they have no prior performance supporting contracts with FAR 52.219-8 requirements, the Offeror will not be evaluated favorably or unfavorably (IAW FAR 15.305 (a)(2)(iv)). Offerors who clearly demonstrate long-term relationships with Small Business subcontractors, such as mentor-protégé relationships or Joint Ventures, and supporting the Offeror's past utilization of Small Business concerns, will be rated more favorably.

M.4.7 Past Performance in Achieving Small Business Subcontracting Plan Goals

The Government will evaluate, for all large businesses, the Offeror's past performance achieving the Small Business Subcontracting Plan Goals on relevant contracts over the past three calendar years, in compliance with the requirements of FAR 52.219-9, entitled Small Business Subcontracting Plan. Offerors who clearly demonstrate the ability to meet the requirements of FAR 52.219-9 will be rated more favorably. If an Offeror has stated in their proposal that they have no prior performance supporting contracts with FAR 52.219-9 requirements, the Offeror will not be evaluated favorably or unfavorably (IAW FAR 15.305 (a)(2)(iv)).

M.5 FACTOR 4 - COST/PRICE (VOLUME IV)

No Cost/Price information shall be included in any volume other than the Cost/Price Volume, unless otherwise required.

M.5.1 For the Base IDIQ, the Government will compare the fully burdened (~~exclusive of profit/fee~~) rates proposed within the NCRC EPOS Rate Guide with those proposed within the Lot 1 Task Orders to ensure compliance by the prime offeror. The Government will also validate the rate build-up (Fringe, Overhead, Other Indirect(s), General & Administrative (G&A) ~~and Profit~~), and Escalation) for reasonableness and to ensure that they are in accordance with the Offeror's or its major subcontractors' provided Disclosure Statement or Established Practices Documentation.

M.5.1.1 For Lot 1, the Total Evaluated Price is defined as the sum total of each CLIN for the NITC Task Order (TO) 0001 and the sample Charleston Site Services Model Task Order, ~~(to include the proposed fixed fees)~~, adjusted for cost realism when applicable. The contents of the NCRC EPOS Rate Guide will be reviewed for fair and reasonableness and will be incorporated into the contract at time of award.

M.5.2 Cost/Price evaluations for Total Evaluated Price will be performed in accordance with FAR 15.404-1.

M.5.2.1 The Offeror's proposal will be evaluated to determine the Total Evaluated Price to the Government. The Total Evaluated Price may differ from the total proposed cost. The Total Evaluated Price, rather than the total proposed cost, will be used in the trade-off evaluation to determine best value.

M.5.2.2 The Cost Factor evaluation will include a reasonableness and realism assessment. Reasonableness and Realism will be assessed as described below. Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) may be requested to verify rates and projections.

(a) Realism: Realism will be evaluated by independently reviewing and evaluating the specific elements of the Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in the offeror's technical proposal. The result of the realism evaluation will be a determination of the most probable cost to the Government (which consists of cost and fee) of performance for the Offeror. The most probable cost to the Government will be determined by adjusting the Offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

(b) Reasonableness: The Government will evaluate the reasonableness of the Offeror's proposed costs and price in accordance with the definition in FAR Part 31.201-3. A cost or price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

(c) Total Evaluated Price: The Government will develop the Total Evaluated Price by adding the most probable cost to the Government (which consists of cost and fee) for all CLINs in the solicitation.

M.5.3 The submitted accounting system documentation will be used only for responsibility determination.

M.5.4 As part of this evaluation, the Government may consider DCMA and DCAA audit information and other information the Government deems relevant.

M.5.5 Completeness: The Government will evaluate the Offeror's proposal for completeness. In order for a proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits.

M.5.6 Unbalanced Price Evaluation: The Government will evaluate the Cost/Price Volume for the presence of unbalanced pricing. An offer may be rejected if the PCO determines that the lack of balance poses an unacceptable risk to the Government.

M.5.7 Rates: The Government will perform a comparative analysis of the historical pricing information submitted by the Offeror (and any subcontractors) to determine the reasonableness of the Offeror's (and any subcontractor(s)'s) proposed rates and to verify that the proposed rates have a historically proven basis. The information reviewed will consist of a current FPRA or FPRR.

If none of the above are available (or, if the agreement/recommendation does not include direct labor rates), the direct labor rates, indirect labor rates, and sales data will be evaluated as specified below:

The Government will perform a comparative analysis of the historical actual average direct labor rates submitted for the Offeror's last two completed fiscal years for each and every proposed labor category's direct labor rate. If the Offeror does not possess any historical information for a proposed rate, the Government will evaluate the reasonableness of the supporting evidence (methodology and source references) the Offeror utilized to develop the proposed rate.

The Government will perform a comparative analysis of the historical actual indirect rates (to include the base, pool, and calculated actual rate) submitted for the Offeror's last two completed fiscal years to assist in determining the reasonableness of the Offeror's proposed indirect rates. The Government will utilize the Offeror's supporting evidence (allocations, applications, calculations, and methodologies) used to develop the rate to assist in determining the reasonableness of the proposed indirect rates. If the Offeror does not possess any historical actuals for a proposed rate, the Government will evaluate the Offeror's supporting documentation (allocations, applications, calculations, and methodologies) associated with the proposed rate to ensure reasonableness. The Government may evaluate the Offeror's estimation methodologies (to include, but not limited to, future projected sales data) utilized to develop the indirect rates. The Government will compare the Offeror's proposed rates and supporting evidence to the Offeror's Disclosure Statement or Established Practices Documentation to ensure consistency.

IAW FAR 52.237-10, Identification of Uncompensated Overtime, proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered within the Government's assessment of cost realism, and will be evaluated for award in accordance with that assessment.

M.6 ADMINISTRATIVE INFORMATION (VOLUME V)

M.6.1 General

This volume primarily contains files that are called for in other sections and, if applicable, will be evaluated as a part of those sections. Volume V itself is not evaluated.

FULL AND OPEN LOT 1 ONLY – END

SMALL BUSINESS SET-ASIDE LOT 2 ONLY - BEGIN

M.7 FACTOR 1 - PAST PERFORMANCE (VOLUME I)

**TO BE ELIGIBLE FOR AWARD, THE OFFEROR MUST ACHIEVE A PAST PERFORMANCE
CONFIDENCE ASSESSMENT RATING OF NEUTRAL CONFIDENCE OR HIGHER**

The past performance evaluation factor assesses the degree of confidence the Government has in an Offeror's ability to deliver supplies and services that meet the solicitation requirements based on a demonstrated record of performance. The Government will evaluate the relevancy, recency, and quality to determine overall performance confidence in the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of NCRC EPOS program requirements. "Major Subcontractor" means a subcontractor that will be providing critical supplies/services.

M.7.1 Past Performance (General)

M.7.1.1 The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts.

M.7.1.2 The Government may use past performance information provided by the Offeror, as solicited; past performance information obtained from questionnaires tailored to the circumstances of the acquisition; and past performance information obtained from any other sources available to the Government, to include, but not limited to the Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases and Government files; the Defense Contract Management Agency; and interviews with the Program/Product/Project Managers, Procuring Contracting Officers/Administrative Contracting Officers, and Fee Determining Officials; and, other personnel familiar with the Offeror and their current and past performance under Federal, State or Local Government or commercial contracts for same or similar efforts.

M.7.1.3 The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractors. In either case, the prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating.

M.7.2 Past Performance Evaluation Considerations

There are three aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in contractor performance and source of information).

M.7.3 NCRC EPOS Past Performance Evaluation

M.7.3.1 Past Performance Recency Evaluation

The first aspect of the past performance evaluation for the NCRC EPOS program is to assess the recency of the submitted past performance records based on Past Performance Recency Rating definitions and criterion at **Table M.7.3.1**.

Table M.7.3.1 Past Performance Recency Rating

Rating	Definition and Criteria
Recent	Past Performance by a prime or major subcontractor, under a Government/Commercial contract vehicle that is still in progress (current, on-going), or completed within the past three (3) years prior to the solicitation release date. Contracts or efforts beginning before the three-year period but ending during the three-year period are considered recent.
Not Recent	Past Performance by a prime or major subcontractor, on a newly awarded Government/Commercial contract vehicle, without a performance history of at least one (1) year. Past Performance under a contract vehicle that concluded more than three years prior to the solicitation issuance date.

Recency is the time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information.

Each submitted past performance record that is determined “Not Recent” will not be further evaluated.

M.7.3.2 Past Performance Relevancy Evaluation.

The second aspect of the past performance evaluation for the NCRC EPOS program is to assess the relevancy of the submitted past performance (for each record that is determined RECENT), based on Past Performance Relevancy Rating definitions and criterion at **Table M.7.3.2**.

Table M.7.3.2 Past Performance Relevancy Rating

Rating	Definition and Criteria
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved none of the scope and magnitude of effort and complexities this solicitation requires.

To assess Past Performance relevancy, the Government will evaluate how the NCRC EPOS program requirements will be assigned within the Offeror’s corporate entity and among the proposed teaming partners and subcontractors solely to determine the relevancy of the past performance attributable to the effort that the entity is performing. If an Offeror is utilizing past performance information of an affiliate/subsidiary/parent company, the Government will evaluate if the affiliate/subsidiary/parent company will have meaningful involvement in the performance of the contract. The description of the work performed by the affiliate/subsidiary/parent company will be considered in determining the relevancy of the past performance information provided for the affiliate/subsidiary/parent company.

Specifically, the areas of relevancy to be evaluated include prime/subcontractor past performance that is similar to cost, schedule, and performance requirements on programs in the context of the **ITSM PWS**, the **NCRC EPOS IDIQ PWS**, and the **NITC PWS**. To assess whether records of past performance submitted by Offerors are similar to NCRC EPOS program requirements, each example of past performance provided in Volume III – Past Performance shall be evaluated against the NCRC EPOS critical tasks that follow to determine past performance relevancy. Critical Task 1 aligns with the **ITSM PWS**. Critical Task 2 aligns with **IDIQ PWS** 3.30 (Enterprise and NCRC-ORL Security Services); and Critical Task 3 aligns with multiple sections of the **ITSM PWS** as well as the **NITC PWS** and multiple sections of the **IDIQ PWS**.

M.7.3.2.1 Critical Task 1: Information Technology Service Management (ITSM). The Government will evaluate the development, implementation and execution elements of Information Technology (IT) Service Management (ITSM) as described in the DoD Enterprise Service Management Framework (DESMF) with an emphasis on configuration, asset, change, incident, problem, and release management as they would be applied to a geographically distributed multi-location enterprise such as the NCRC.

M.7.3.2.2 Critical Task 2: Enterprise Security. The Government will evaluate the management and maintenance of all security-related aspects for an IT system operating in an access-controlled secure facility that is part of a larger geographically distributed multi-location enterprise. Specific areas of interest include, but is not limited to: providing physical security/access control; developing or revising enterprise security-related processes and procedures; reviewing, interpreting and implementing DoD and/or Service security policies and guidance; and managing multiple Assessment and Accreditation (A&A) bodies of evidence packages; familiarity and experience with DoD, Army, and Director of Intelligence guidance, processes, and procedures and accreditation processes (e.g. Risk Management Framework [RMF]); and experience with the online workflow management tool, Xacta.

M.7.3.2.3 Critical Task 3: Innovation. The Government will evaluate the identification, assessment and integration of new innovative processes, techniques, and/or technologies into an existing Information Technology (IT) operational system.

Only efforts deemed as “Somewhat Relevant” and above will be further evaluated for Performance Confidence Assessment Rating. Each past performance record submitted by the Offeror that is determined “Recent” but “Not Relevant” will not be further evaluated and shall be documented as “Neutral Confidence” for the Performance Confidence Assessment Rating.

M.7.3.2.4 Quality

The Government will consider the quality of service provided to include, but not limited to: record of compliance with previous contract requirements, standards of good workmanship/technical excellence, effectiveness of program management (to include use and control of subcontracts), timeliness of deliverables, effectiveness in forecasting/controlling estimated costs, and commitment to customer satisfaction. A separate quality assessment rating is not required and will not be assigned; rather, the past performance confidence assessment rating is based on the Offeror’s overall record of recency, relevancy, and quality of performance.

M.7.4 Past Performance Confidence Assessment Evaluation.

The Performance Confidence Assessment is defined as the likelihood of successfully executing the proposed approach based upon the Offeror’s recent/relevant past performance record. The Government will review all past performance information collected and determine the quality of the Offeror’s performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. The final product of the Past Performance Evaluation for each Offeror will be a single Performance Confidence Assessment Rating that is determined based on the definitions and criterion at **Table M.7.4**.

Table M.7.4 Past Performance Confidence Assessment Rating

Rating	Definition and Criteria
Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

The Government will evaluate the total combined past performance submissions addressing each area outlined within Section **M.7**. The Government’s intent in this assessment is to identify those Offerors whose demonstrated record of past performance represents the lowest performance risk in providing beneficial solutions to the requirements in the execution of the contract.

In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and quality of services/performance (general trends in Offeror’s performance) shall be considered and evaluated for a past performance confidence assessment. These are combined to establish one performance confidence rating for each Offeror.

The Government's assessment will focus on the quality of the Offeror's past performance as it relates to the solicitation requirements listed. In no order of importance, these requirements include all aspects of schedule, performance and supportability, including the Offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules, including the administrative aspects of performance; 4) ability to resolve technical problems quickly and effectively; 5) business-like concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors. Evaluation of the factual evidence will verify that the Offeror has adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon past performance.

Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned an overall "Neutral Confidence" rating and its proposal will not be evaluated either favorably or unfavorably on past performance. A "Substantial Confidence" or "Satisfactory Confidence" past performance rating will be considered more advantageous to the Government than a "Neutral Confidence" rating.

M.8 FACTOR 2 – TECHNICAL (VOLUME II)

M.8.1 Technical Rating

The Offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the Offeror's technical solution for meeting the Government's requirement. The risk rating considers the risk associated with the technical approach to meeting the requirement. Unless a waiver is granted, technical evaluations shall utilize the ratings listed in **Table M.8.1** and **Table M.8.2**.

Table M.8.1 Technical Rating Method

Technical Rating		
Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

TO BE ELIGIBLE FOR AN AWARD, THE OFFEROR MUST ACHIEVE A RATING OF ACCEPTABLE OR HIGHER FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS. OFFERORS ARE ON NOTICE THAT RECEIVING A RATING OF LESS THAN ACCEPTABLE FOR ANY SUB-FACTOR MAY CAUSE THE OVERARCHING TECHNICAL FACTOR TO BE RATED AS LESS THAN ACCEPTABLE, AT THE SOLE DISCRETION OF THE GOVERNMENT. OFFERORS ARE ALSO ON NOTICE THAT RECEIVING A RATING OF UNACCEPTABLE FOR ANY SUBFACTOR WILL CAUSE THE OVERARCHING TECHNICAL FACTOR TO BE RATED AS UNACCEPTABLE AND UNAWARDABLE.

M.8.2 Technical Risk Rating

Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, and/or the likelihood of unsuccessful contract performance. Technical risk shall be rated using the ratings listed in **Table M.8.2**.

Table M.8.2 Technical Risk Ratings Method

Risk	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

TO BE ELIGIBLE FOR AN AWARD, THE OFFEROR MUST ACHIEVE A TECHNICAL RISK RATING OF “LOW” OR “MODERATE” FOR THE TECHNICAL EVALUATION FACTOR AND SUB-FACTORS.

A TECHNICAL RISK RATING OTHER THAN “LOW” OR “MODERATE” FOR ANY TECHNICAL SUB-FACTOR MAY RESULT IN A LESS THAN “LOW” OR “MODERATE” RISK RATING FOR THE OVERARCHING TECHNICAL EVALUATION FACTOR.

M.8.3 Factor 2 Based Eligibility Determination

Factor 2 (Technical) rating of less than Acceptable for any Subfactors shall cause the overarching factor to be rated less than Acceptable. Offerors must receive a rating of Acceptable or higher for Factor 2 to be considered for award.

Using the requirements in **Sample ITSM Model Task Order PWS** listed as **ITMS PWS** (see **Section J, Attachment 20**), the **NCRC EPOS IDIQ PWS** (see **Section J, Attachment 1**), and the **NITC PWS** (see **Section J, Attachment 7**), the Government will evaluate the Offeror’s response to the following three subfactors:

- Subfactor 2.1 Information Technology System Management (ITSM)
- Subfactor 2.2 Enterprise Security
- Subfactor 2.3 Innovation

Note: Subfactor 2.3 as described by the evaluation criteria herein, was constructed to also consider the technical capabilities and level of quality necessary to perform the scope of work described in the NITC Task Order 0001 Performance Work Statement. Therefore, separate Technical Factor submission instructions and evaluation criteria are not necessary for the award of Task Order 0001.

M.8.3.1 Information Technology System Management (ITSM) (Subfactor 2.1)

The Government will evaluate the Offeror's:

- a) Evaluate the soundness and applicability of the Offeror's proposed process and current capabilities for planning, implementing and executing the Service Transition (ST) and Service Operations (SO) Domains of IT Service Management (ITSM) as described in the DoD Enterprise Service Management Framework (DESMF) with an emphasis on configuration, asset, change, incident, problem, release and knowledge management; and,
- b) Evaluate the soundness, applicability and technical feasibility of the Offeror's proposed strategy and technical approach for developing, implementing and executing configuration, asset, change, incident, problem, release and knowledge management as described in the DoD Enterprise Service Management Framework (DESMF) to support a geographically distributed multi-location federated enterprise such as the NCRC.

M.8.3.2 Enterprise Security (Subfactor 2.2)

The Government will evaluate the Offeror's technical approach, capabilities and processes for managing and maintaining all aspects of security-related operations for an IT system operating in an access-controlled secure facility that is part of a larger geographically distributed multi-location enterprise. Specifically, the Government will:

- a) Evaluate the technical accuracy, understanding and completeness of the Offeror's proposed approach and capabilities for providing physical security/access control;
- b) Evaluate the technical accuracy, understanding and completeness of the Offeror's proposed approach and capabilities for reviewing, interpreting and implementing DoD and/or Service security policies and guidance;
- c) Evaluate the technical accuracy, understanding and completeness of the Offeror's proposed approach and capabilities for developing or revising enterprise security-related processes that effectively implement DoD and/or Service security policies; Evaluate the technical accuracy, understanding and completeness of the Offeror's proposed approach and technical capabilities for managing multiple Assessment and Accreditation (A&A) bodies of evidence packages; and,
- d) Evaluate the Offeror's technical approach for using the Xacta® online workflow management system.

M.8.3.3 Innovation (Subfactor 2.3)

The Government will evaluate the completeness of the Offeror's understanding of the challenges associated with technology innovation and the soundness and applicability of the Offeror's capabilities and process for identifying, assessing, and integrating new innovative processes, techniques, and/or technologies into an existing Information Technology (IT) operational system as applied in a geographically distributed multi-location federated enterprise such as NCRC.

M.9 FACTOR 3 - COST/PRICE (VOLUME III)

No Cost/Price information shall be included in any volume other than the Cost/Price Volume, unless otherwise required.

M.9.1 For the Base IDIQ, the Government will compare the fully burdened (exclusive of profit/fee) rates proposed within the NCRC EPOS Rate Guide with those proposed within the Lot 2 Task Orders to ensure compliance by the prime offeror. The Government will also validate the rate build-up (Fringe, Overhead, Other Indirect(s), General & Administrative (G&A) and Profit), and Escalation) for reasonableness and to ensure that they are in accordance

with the Offeror's or its major subcontractors' provided Disclosure Statement or Established Practices Documentation.

M.9.1.1 For Lot 2, the Total Evaluated Price is defined as the sum total of each CLIN for the NITC TO 0001 and ITSM Model Task Order [\(to include the proposed fixed fees\)](#), adjusted for cost realism when applicable. The contents of the NCRC EPOS Rate Guide will be reviewed for fair and reasonableness and will be incorporated into the contract at time of award.

M.9.2 Cost/Price evaluations for Total Evaluated Price will be performed in accordance with FAR 15.404-1.

M.9.2.1 The Offeror's proposal will be evaluated to determine the Total Evaluated Price to the Government. The Total Evaluated Price may differ from the total proposed cost. The Total Evaluated Price, rather than the total proposed cost, will be used in the trade-off evaluation to determine best value.

M.9.2.2 The Cost Factor evaluation will include a reasonableness and realism assessment. Reasonableness and Realism will be assessed as described below. Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA) may be requested to verify rates and projections.

(a) Realism: Realism will be evaluated by independently reviewing and evaluating the specific elements of the Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance described in the offeror's technical proposal. The result of the realism evaluation will be a determination of the most probable cost to the Government (which consists of cost and fee) of performance for the Offeror. The most probable cost to the Government will be determined by adjusting the Offeror's proposed cost to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

(b) Reasonableness: The Government will evaluate the reasonableness of the Offeror's proposed costs and price in accordance with the definition in FAR Part 31.201-3. A cost or price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

(c) Total Evaluated Price: The Government will develop the Total Evaluated Price by adding the most probable cost to the Government (which consists of cost and fee) for all CLINs in the solicitation.

M.9.3 The submitted accounting system documentation will be used only for responsibility determination.

M.9.4 As part of this evaluation, the Government may consider DCMA and DCAA audit information and other information the Government deems relevant.

M.9.5 Completeness: The Government will evaluate the Offeror's proposal for completeness. In order for a proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits.

M.9.6 Unbalanced Price Evaluation: The Government will evaluate the Cost/Price Volume for the presence of unbalanced pricing. An offer may be rejected if the PCO determines that the lack of balance poses an unacceptable risk to the Government.

M.9.7 Rates: The Government will perform a comparative analysis of the historical pricing information submitted by the Offeror (and any subcontractors) to determine the reasonableness of the Offeror's (and any subcontractor(s)'s) proposed rates and to verify that the proposed rates have a historically proven basis. The information reviewed will consist of a current FPRA or FPRR.

If none of the above are available (or, if the agreement/recommendation does not include direct labor rates), the direct labor rates, indirect labor rates, and sales data will be evaluated as specified below:

The Government will perform a comparative analysis of the historical actual average direct labor rates submitted for the Offeror's last two completed fiscal years for each and every proposed labor category's direct labor rate. If the Offeror does not possess any historical information for a proposed rate, the Government will evaluate the reasonableness of the supporting evidence (methodology and source references) the Offeror utilized to develop the proposed rate.

The Government will perform a comparative analysis of the historical actual indirect rates (to include the base, pool, and calculated actual rate) submitted for the Offeror's last two completed fiscal years to assist in determining the reasonableness of the Offeror's proposed indirect rates. The Government will utilize the Offeror's supporting evidence (allocations, applications, calculations, and methodologies) used to develop the rate to assist in determining the reasonableness of the proposed indirect rates. If the Offeror does not possess any historical actuals for a proposed rate, the Government will evaluate the Offeror's supporting documentation (allocations, applications, calculations, and methodologies) associated with the proposed rate to ensure reasonableness. The Government may evaluate the Offeror's estimation methodologies (to include, but not limited to, future projected sales data) utilized to develop the indirect rates. The Government will compare the Offeror's proposed rates and supporting evidence to the Offeror's Disclosure Statement or Established Practices Documentation to ensure consistency.

IAW FAR 52.237-10, Identification of Uncompensated Overtime, proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered within the Government's assessment of cost realism, and will be evaluated for award in accordance with that assessment.

M.10 ADMINISTRATIVE INFORMATION (VOLUME IV)

M.10.1 This volume primarily contains files that are called for in other sections and, if applicable, will be evaluated as a part of those sections. Volume IV itself is not evaluated.

SMALL BUSINESS SET-ASIDE LOT 2 ONLY - END