SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 | 71

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	HQ003420R0079	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	23 Mar 2020	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)	CODE
WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350 TEL: FAX:	HQ0034	**See Item 7** TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	RICARDO VASQUEZ	703-545-0966	RICARDO.M.VASQUEZ.CIV@MAIL.MIL

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)				
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED			

EVAMOSC / Firm-Fixed-Price
FFP
The Contractor shall provide Enterprise Visibility and Management of Operating and Support Cost (EVAMOSC) in accordance with the Performance Work Statement (PWS), attached documents, and all other requirements listed in this document.
FOB: Destination
AB96

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED			

EVAMOSC / Cost-Plus-Fixed-Fee
CPFF
The Contractor shall provide Enterprise Visibility and Management of Operating and Support Cost (EVAMOSC) in accordance with the Performance Work Statement (PWS), attached documents, and all other requirements listed in this document.
FOB: Destination
AB96

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED			

Other Direct Cost (ODCs)
COST
The contractor shall provide Other Direct Cost (ODCs) in accordance with the Performance Work Statement, attached documents, and all other documents listed in this document.
FOB: Destination
AB96

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED			

Contractor Travel
COST
In accordance with FAR 31.205-46, Travel Cost, the contractor shall provide travel support in accordance with the Performance Work Statement, attached documents, and all other requirements listed in this document.
FOB: Destination
AB96

MAX COST

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	$154,000.00		$85,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	$154,000.00		$85,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		$154,000.00		$85,000,000.00
0002		$154,000.00		$85,000,000.00
0003		$154,000.00		$85,000,000.00
0004		$154,000.00		$85,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		$154,000.00		$85,000,000.00
0002		$154,000.00		$85,000,000.00
0003		$154,000.00		$85,000,000.00
0004		$154,000.00		$85,000,000.00

SERVICES AND PRICES

Section B – Supplies or Services and Prices/Costs

B-1 Contract Type

This is a non-personal services requirement to provide Enterprise Visibility and Management of Operating and Support Cost (EVAMOSC) to support Office of the Secretary of Defense Cost Assessment and Program Evaluation (OSD-CAPE). The support shall be performed in the Washington/Northern Virginia area. The support shall be

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performed between the Office of Cost Assessment and Program Evaluation OSD-CAPE core hours of 8:00 AM to 5:00 PM, arriving no earlier than 6:30 AM and departing no later than 6:30 PM Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

The primary objective of this requirement is to provide Database Design, Implementation, Operation and Data Platform Sustainment support through award of a Single Award Indefinite-Delivery/Indefinite-Quantity (IDIQ), with Cost, Cost-Plus-Fixed Fee, and Firm-Fixed Price task orders (TOs).

These TOs shall provide EVAMOSC support to OSD-CAPE mission. The main tasks to be performed under this IDIQ contract or individual task orders are Basic Services; Project Management; Design, Develop, and Maintain an Enterprise O&S Data Platform; EVAMOSC Data Acquisition and Preparation; Operating and Support Cost Self-Service Analytics and Dashboard Development; System User Management and Training; and Platform Sustainment.

B-1.1 Firm-Fixed-Price (FFP)

FFP task orders will be executed to the maximum extent practicable in support of Project Management; EVAMOSC Data Acquisition and Preparation; Operating and Support Cost Self-Service Analytics and Dashboard Development; and System User Management and Training.

B-1.2 Cost-Plus-Fixed-Fee (CPFF)

CPFF task orders will typically be executed to the maximum extent practicable in support of Design, Develop, and Maintain an Enterprise O&S Data Platform; EVAMOSC Data Acquisition and Preparation; and Platform Sustainment.

B-1.3 Cost

Cost Contract Line Item Numbers (CLINs) will be used to incorporate Other Direct Cost (ODC) on task orders. ODC is defined as cost not previously identified as a direct material cost, direct labor cost, or indirect cost. In other words, an ODC is a cost that can be identified specifically with a final cost objective that the offeror does not treat as a direct material cost or a direct labor cost.

In addition, Cost CLIN will be used to incorporate Contractor Travel on task orders. Contractor Travel shall be conducted in accordance with FAR 31.205-46, Travel Cost, Performance Work Statement, and all other requirements listed in this document.

B-1.4 Proposed Price Range (Task Order Level)

The price range for individual task orders is between $20,000,000.00 and $30,000,000.00

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Section C - Descriptions and Specifications

DESCRIPTIONS & SPECIFICATIONS

Section C - Descriptions/Specifications/Statement of Work

1. See Attachment 1 – Base IDIQ PWS
2. See Attachment 2 – Task Order One PWS

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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 08-JUN-2020 TO 07-JUN-2025	N/A	OSD CAPE LAUREN WHITLEY 1800 DEFENSE PENTAGON, RM 3D116 WASHINGTON DC 20301 571-256-0603 FOB: Destination	HQ0059
0002	POP 08-JUN-2020 TO 07-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0059
0003	POP 08-JUN-2020 TO 07-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0059
0004	POP 08-JUN-2020 TO 07-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0059

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Section G – Contract Administration Data

G-1.0 Points of Contact

G-1.1 Government

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

G-1.1.1 Contracting Officers

All contract administration will be performed by Contracting Officer (CO). Communication pertaining to the contract administration shall be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The Contracting Officer is:

Nikita N. Wimper
Washington Headquarters Services
Acquisition Directorate (WHS/AD)
4800 Mark Center Drive
Arlington, VA 22350-3400
(703) 545-3580
nikita.n.wimper.civ@mail.mil

G-1.1.2 Government Technical Representative (GTR)

The program office point of contact will be identified as the Task Order GTR at individual Task Order award.

The Task Order GTR is the individual within the Program Management function who has overall technical responsibility for this effort. The Task Order GTR provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the PWS for this effort.

In addition to providing technical direction, the Task Order GTR will:

- Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the Contracting Officer Representative (COR) to notify the CO, any changes in the requirement.
- Assist the Contractor in the resolution of technical problems encountered during performance.
- Perform inspection and acceptance or recommendation for rejection of Contractor deliverables and identify deficiencies in delivered items. This does not replace any other quality assurance inspection requirements that are specified elsewhere within this contract or task order.

NEITHER the COR nor the Task Order GTR has the authority to issue any technical direction which:

- Constitutes an assignment of work outside the general scope of this effort
- Constitutes a change as defined in the "Changes" clause
- In any way causes an increase or decrease in cost or the time required for performance
- Changes any of the terms, conditions, or other requirements of this effort

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- Suspends or terminates any portion of this effort

G-1.2 Task Order Procedures

This section provides guidance regarding contract administration for the Basic Contract, and where applicable, for each Task Order placed under the Basic Contract. Additional contract administration requirements may be specified in each Task Order.

Pursuant to FAR 16.504(a)(4)(vi), only authorized users may place Task Orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority. For purposes of this Basic Contract, warranted Contracting Officers of the Washington Headquarters Services / Acquisition Directorate (WHS/AD) are authorized users.

Services to be furnished under this contract shall be furnished solely at such times as ordered by the issuance of Task Orders by the Contracting Officer. All Task Orders are subject to the terms and conditions of the Basic Contract. The Basic Contract will control in the event of conflict with any order.

One or more Task Orders may be issued during the performance period of this contract. The Contractor agrees to accept and perform Task Orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any Task Orders except the minimum order.

The Government will issue the Task Order (TO) Request for Proposal (RFP) to the prime contractor consistent with the ordering procedures contained in the FAR and DFARS.

TOs will be issued on a Cost-Plus-Fixed-Fee and Firm-Fixed-Price basis. For Cost-Reimbursement, the Government may require the submittal of cost and pricing data with proposals.

Performance can only be authorized by issuance of a Task Order or revision thereto issued by the Contracting Officer. Any changes will be issued in writing, will set forth any additional obligation incurred by the Government, will be adequately funded, and shall be signed by the CO in advance of the contractor initiating the change.

G-1.2.1 Task Order Request for Proposal (RFP)

The Government will issue an RFP which will include at a minimum:

- NAICS Code 541512
- Performance Work Statement (PWS) describing specific work to be performed
- Period of Performance (POP)
- Anticipated Task Order Type(s)
- CLIN Schedule or request for contractor-proposed CLIN Schedule
- Applicable Evaluation Criteria (non-cost and cost factors)
- QASP (may be distributed after Task Order award)
- Clarifications, Discussions, and Questions Due Date
- Proposal Due Date

G-1.2.2 Task Order Proposal

Each proposal shall include a brief description of the following (if requested in the RFP):

- The Contractors shall provide the Contracting Officer an original and copies (as specified) of a complete, detailed proposal. The proposal shall address Technical, Price and any other pertinent information described in the Request for Proposal (RFP). Technical proposal stating how the Contractor proposes to accomplish the effort, including a description of the performing team member(s) and any requested key personnel.

- Cost proposal organized by CLIN and any supporting cost details (labor category mix, hours, and rates). Cost Proposal will be required to provide breakdown of labor rates to show indirect labor rates, and certified cost and pricing data in accordance with FAR 15.403-4. Discounts are highly encouraged.
- Resolution of any potential organizational conflict(s) of interest (OCI) or a statement explaining why none exists.
- Any additional input as required by the RFP.

G-1.2.3 Task Order Evaluation Process

The evaluation process for each Task Order will use a variation on the best value analysis spectrum (LPTA to Trade-Off based on complexity). Non-cost and cost factors will be considered as evaluation criteria. Specific factors will be established by individual TO. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposal, the lowest price may not necessarily represent the best value.

Contractor is put on notice that, among other evaluation factors listed in the RFP, total small business utilization for the proposed task order may be an evaluation factor. Contractor is also put on notice that after the issuance of the first task order, past performance with regard to proposed small business utilization on previous task orders may be an evaluation factor on every subsequent RFP.

G-1.2.4 Order Information

Orders issued shall include, but not be limited to the following information (when applicable):

- Date of order.
- Contract and order number.
- Type of Order.
- Appropriation and accounting data.
- Description of the services to be performed.
- DD Form 254 (Contract Security Classification Specification)
- The individual responsible for inspection/acceptance.
- Period of performance/delivery date.
- The total and monthly pricing.

G-1.3 Non-Personal Service Statement

Contractor employees performing services under this PWS will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in this PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in specific TOs may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Part 7.5 and 37.1 of the FAR. The Government will perform the inspection and acceptance of the work provided.

G-1.4 Mandatory Contractor Manpower Reporting

a) The Contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/
b) There are four separate ECMRA tools at the ECMRA website: Army, Air Force, Navy and All Other Defense Components. The appropriate ECMRA reporting tool to use is determined by the requiring activity being supported by the service. The Contractor shall use the “All Other Defense Components” tool unless otherwise directed by the Contracting Officer’s Representative or Contracting Officer.

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c) Reporting inputs will be for the labor executed during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate ECMRA tool to establish the basic contract record no later than 15 business days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the Contracting Officer when the basic contract record has been established in the appropriate ECMRA tool.

d) Contractors may direct technical questions to the help desk at: http://www.ecmra.mil.

[Reference: DPAP memorandum of 28 November 2012, “Enterprise-wide Contractor Manpower Reporting Application]

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Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1.IDENTIFICATION OF EMPLOYEES

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

Clothing worn by Contractor's personnel shall NOT display any logos, advertising, or vendor insignia identifying the contractor. Contractor's employees shall be dressed in business casual and maintain an appearance that is neat and clean, and reflects favorably upon both the Contractor and the Department of Defense. Contractor's employees must wear government issued identification at all times.

H.2. DOD BUILDING PASS ISSUANCE

(a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DoD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.

(b) The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.

(c) The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days. Contractor employees will be given a pass for the period of performance of the contract, not to exceed one year.

(d) Personnel whose activity does not require them to enter the Pentagon or other access controlled areas, or whose activity within the Pentagon is limited to construction areas prior to the stripping of structural concrete formwork, will not be required to obtain a Pentagon Building Pass. However, they shall display at all times while on the Pentagon Reservation an approved identification badge as described above in the paragraph entitled "Identification of Employees". Personnel whose activity within the Pentagon follows the stripping of structural concrete formwork shall be required to obtain a Temporary DoD Building Pass/Access Card.

H.3. CONDUCT OF CONTRACTOR EMPLOYEES

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to ensure satisfactory contract performance. The Contracting Officer may require the Contractor to remove from the job site any employee for reasons of misconduct, security, or suspected or found to be under the influence of alcohol, drugs, or other incapacitating agent(s). In the event the contractor fails to remove any employee from the contract work whom the Contracting Officer or the Contracting Officer's designated representative deems incompetent, careless, insubordinate, unfit, objectionable or whose continued employment on the work is deemed by the Government to be detrimental to the Government's mission, the Contracting Officer or the Contracting Officer's designated representative may require, in writing, the contractor to remove the employee from work under this contract and any other contract awarded to contractor by WHS. The contractor must then remove the employee from the site and from all work under the contract or task order.

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H.4. CONTRACTOR TRAINING

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training. The Contractor may be required to attend training provided by the Government for areas not outlined in the contract (e.g. security briefings, organizational orientations, equal opportunity and sensitivity training, annual program objective memorandum training, business system training).

H.5. NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis but not limited to, planning, programming, budgeting or execution (PPBE) information, classified information, Privacy Act-protected information or proprietary data of a third party, leases, internal memoranda, correspondence, to include information provided on a proprietary basis by other contractors, by other contractors, equipment manufacturers, and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government-designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a. through d. below.

a. Indoctrination of Personnel. The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees shall be signed by all indoctrinated personnel and forwarded to the Task Order Monitor (TOM) for retention, prior to commencement of work. The contractor shall restrict access to sensitive/ proprietary information to the minimum number of employees necessary for contract performance.

2. In addition, the contractor shall be required to coordinate and exchange directly with other government contractors (OGC) as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and OGC designated by the Government. The CO shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner and furnish the CO copies of communications between the contractor and OGC(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the OGC(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the CO.

c. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR.

H.6. RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 “Disclosure of Information”. Contractor also must comply with DFARS 252.204-7000, Disclosure of Information, concerning contractor’s responsibilities for handling unclassified information and DFARS 252.204-7003, Control of government personnel work product.

H.7. AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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a. Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

b. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

c. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H.8. SECURITY REQUIREMENTS

The contractor shall have a Secret Facility Clearance from the Defense Counterintelligence and Security Agency at the time of proposal submission and maintain the level of clearance for the life of the contract. Unless stated elsewhere, all Contractor personnel performing work under this contract must possess an interim Secret security clearance from the DoD Consolidated Adjudications Facility prior to working on this contract and maintain a final Secret security clearance, once attained, for the life of the contract. These security requirements are in accordance with the attached DD Form 254 which will be provided to the Contractor prior to award of the contract. The Contractor shall comply with all security policies and procedures that apply to DoD and OSD-CAPE. Security procedures shall be made available to Contractor personnel upon award of the contract.

H.9. USE OF GOVERNMENT-FURNISHED COMPUTERS

a. Computers furnished under this contract shall be used for official business only. Contractor personnel shall not use computers furnished under this contract for any use other than to perform the requirements of this contract. Contractor personnel shall not install any software on Government furnished computers unless consent is obtained from the Contracting Officer (CO) or Contracting Officer's Representative (COR).

b. Information services available on the Government furnished computers shall only be used for official business only. Examples of information services include Internet, Intranet, World Wide Web, and electronic mail.

c. Access to Government information services is granted as a privilege, and use of such services constitutes consent to monitoring. Information services use will be monitored to ensure the protection of networks and information and to verify and enforce compliance with this contractual requirement.

d. In the event contractor personnel use Government furnished computers and/or information services for other than official business, the contractor shall be required to provide the Government with monetary consideration in the form of credits against the contract as determined by the CO. In addition, if requested by the CO, the contractor shall be required to replace the individual who misused the Government furnished computers and/or information services within 10 working days.
The following are examples of misuse of information services:
1. Illegal, fraudulent, or malicious activities.
2. Partisan political activity, political or religious lobbying or advocacy, or activities on behalf of organizations having no affiliation with DISA or DoD.
3. Activities whose purposes are for personal or commercial financial gain. These activities may include chain letters, solicitation of business or services, sales of personal property.
4. Unauthorized fundraising or similar activities, whether for commercial, personal, or charitable purposes.
5. Accessing, storing, processing, displaying or distributing offensive or obscene material such as pornography and hate literature.
6. Annoying or harassing another person, e.g., by sending or displaying uninvited e-mail of a personal nature or by using lewd or offensive language in an e-mail message.

7. Using another person's account or identity without his or her explicit permission, e.g., by forging e-mail.
8. Viewing, damaging, or deleting files or communications belonging to others without appropriate authorization or permission.
9. Permitting any unauthorized person to access a DoD-owned system.

H-10 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written consent of the Contracting Officer. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer.

The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of efforts within this IDIQ. Nothing herein will preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor. Deliverables and associated data rights remain exclusive property of the Government.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein.

The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the Government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website). Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

H.11. NON-DISCLOSURE AGREEMENT:

The contractor shall sign a Non-Disclosure Agreement within five (5) days after contract award or task orders. Any contractor employee performing under the contract shall submit an Non-Disclosure Agreement (NDA) to the Contracting Officer Representative (COR) no later than five (5) days after performance have started by the particular contractor personnel.

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Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
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
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-19	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
52.204-7	System for Award Management	OCT 2018
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
52.204-16	Commercial and Government Entity Code Reporting	JUL 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
52.204-22	Alternative Line Item Proposal	JAN 2017
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
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
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification.	JUN 2018
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017

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52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2017) - Alternate I	OCT 1997
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	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
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-14	Limitations On Subcontracting	JAN 2017
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2019
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
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
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
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
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
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015

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52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
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
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
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 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	MAR 2015
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
52.242-13	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
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
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
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
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

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252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	MAY 2019
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
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
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7017	Notice of Supply Chain Risk	FEB 2019
252.239-7018	Supply Chain Risk	FEB 2019
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
252.244-7001	Contractor Purchasing System Administration	MAY 2014
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
252.247-7023	Transportation of Supplies by Sea	FEB 2019

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52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

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

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not ``impair the employee's ability to act impartially and in the best interest of the Government'' is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

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(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

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(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal
gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed $150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

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52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

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(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 **30th 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

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(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.

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(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 https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf and https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf.

(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.

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(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;

First Year of Ordering Period: $153,177.89

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 $84,819,452.90;

(2) Any order for a combination of items in excess of $84,819,452.90; or

(3) A series of orders from the same ordering office within 15 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 15 days 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 the five-year ordering period has expired.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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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 rerepresent 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 rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation 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 rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code - assigned to contract number .

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

(End of clause)

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld

for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

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(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the ``completion voucher'' and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work

under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th 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.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

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

Nikita Wimper
Branch Chief/Contracting Officer
Technical Analysis Branch (TAB)
Enterprise of Secretary of Defense (EOSD)
Washington Headquarters Services (WHS)
Acquisition Directorate (AD)
Voice: 703-545-3580
Work Cell: 703-470-2353

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(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)

52.243-1 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)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (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 the services to be performed.

(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.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (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.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(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) 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.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

52.243-2 CHANGES--COST-REIMBURSEMENT (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 estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(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) 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.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

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/

(End of provision)

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/

(End of clause)

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 Regulation Supplement (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)

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 Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for the IDIQ contract is:

Lauren Whitley
Management and Program Analyst
Office of the Secretary of Defense
Cost Assessment & Program Evaluation
1800 Defense Pentagon, Room 3E211
Washington DC 20301
Office: 571-256-0603

(end of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 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) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 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.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

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(vi) 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.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 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.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(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)

252.211-7003 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
.....	

(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
.....	

(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.

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(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).

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(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/.

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(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 (SEP 2019)

(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 during the period of performance.

(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 Data 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)

252.232-7001 DISPOSITION OF PAYMENTS (DEC 1991)

Payment will be by a dual payee Treasury check made payable to the contractor or the contractor and will be forwarded to that disbursing office for appropriate disposition.

(End of clause)

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

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TO BE COMPLETED AT THE TASK ORDER LEVEL

(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.

_____

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

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(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	____
Issue By DoDAAC	____
Admin DoDAAC**	____
Inspect By DoDAAC	____
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	____
Service Acceptor (DoDAAC)	____
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(*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).)

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(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.

_____

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(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 [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(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 [name of contracting agency(ies)].

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Base IDIQ PWS	12	24-FEB-2020
Attachment 2	Task Order PWS	37	20-FEB-2020
Attachment 3	Subcontracting Plan	9	20-FEB-2020
Attachment 4	Organizational Conflict of Interest	4	24-FEB-2020
Attachment 5	Non-disclosure Agreement	2	24-FEB-2020
Attachment 6	Past Performance Questionnaire	1	24-FEB-2020
Attachment 7	Pricing Template	3	01-MAR-2020
Attachment 8	Small Business Coordination	1	24-FEB-2020

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Section K - Representations, Certifications and Other Statements of Offerors

REPRS. AND CERTIFICATIONS

See section “A. PROPOSAL VOLUMES REQUIREMENT” and “B. VOLUME I – ADMINISTRATIVE” for complete details.

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Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

SECTION L – INSTRUCSTIONS, CONDISTIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Washington Headquarters Services / Acquisition Directorate (WHS/AD) is releasing this solicitation, electronically only, through Beta.Sam.Gov. This Request for Proposal (RFP) is the official version for this acquisition. No hard copy of this solicitation will be issued. Offerors will be notified of any and all applicable amendments to this solicitation electronically through Beta.Sam.Gov. All offerors shall acknowledge any and all applicable amendments by signing and returning the accompanying Standard Form (SF) 30 for all amendments issued with the offeror's proposal submission under Volume I. Failure to acknowledge all amendments issued by the Government may result in the proposal submitted in response to the solicitation being found nonresponsive by the Government. Offerors shall submit their proposals electronically. Any proposal received after the due date and time specified for receipt will be considered late and will be rejected.

The Government anticipates award of single award Indefinite Delivery / Indefinite Quantity (IDIQ) contract along with Task Orders One (1) to the responsible Offeror that submits the best value offer, which means the offer that is most advantageous to the Government based upon the evaluation factors discussed later in this Request for Proposal (RFP). The single award IDIQ is a hybrid contract type that will consist of Firm Fixed Price, Cost, and Cost Plus Fixed Fee (CPFF) task orders.

The Government anticipates award of a single IDIQ contract for the following support services outlined below:

- Basic Services
- Project Management
- Design, Develop and Maintain an Enterprise O&S Data Platform
- EVAMOSC Data Acquisition and Preparation
- Operating and Support Cost Self Service Analytics and Dashboard Development
- System User Management and Training
- Platform Sustainment

All Offerors must comply with the following instructions for proposal format and content. Proposals that do not comply with these instructions may be deemed nonresponsive and render the Offeror ineligible for award. The Offeror shall submit documentation illustrating its approach for satisfying the requirements of this Request for Proposal. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Offeror's proposal against the evaluation criteria. The documentation shall address all aspects of this solicitation and include the Offeror's approach to performing and satisfying the requirements specified in the Performance Work Statement (PWS).

The Government intends to award without discussions, but reserves the right to conduct discussions if determined to be in the Government's best interest

QUESTIONS AND RESPONSES

All questions, concerns, or requests for clarification for this RFP shall be submitted electronically to Ricardo M. Vasquez, Contracting Officer at ricardo.m.vasquez.civ@mail.mil, Nikita Wimper, Contracting Officer/Branch Chief at nikita.n.wimper.civ@mail.mil, and Cc whs.ncr.ad.mbx.eosd-tab-branch@mail.mil **by Monday, April 6, 2020, 1:00 PM Eastern Time (ET).** The Government will not accept phone calls from Offerors to ask questions regarding this RFP. No comments, questions or inquiries shall be made of any Government person other than via the electronic mailbox listed above.

Questions received after this date and time may not be responded by the Government. All emails shall be clearly

labeled in the subject line of the email with the RFQ Number: HQ003420R0079: EVAMOSC Support Questions. Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference should be made to the solicitation section heading, page number of the solicitation, and specific location on the page (e.g., third paragraph) in order to facilitate the Government's response to each question. Questions shall be submitted in a Microsoft Excel file following a format similar to the table below:

Question No.	Reference	Question Category	Question
#	Solicitation or Attachments, and Section	Contract or Technical	Question

Questions and responses will be provided to all Offerors via amendment to the solicitation on Beta.Sam.Gov. If amendments to the final solicitation are issued, all Offerors shall acknowledge the amendments by signing the accompanying Standard Form (SF) 30 and returning the signed SF 30 for all amendments issued with the Offeror's proposal submission. Failure to acknowledge all amendments issued by the Government may result in the proposal submitted in response to the solicitation being found nonresponsive by the Government.

No phone calls will be accepted for this solicitation. All correspondence shall be conducted via email.

A. PROPOSAL VOLUMES REQUIREMENTS

Volume	Section	Page Limit
I	***VOLUME I - ADMINISTRATIVE*** Cover Letter, Representations & Certifications, Completed SF33, Signed SF30s, Listing of all Subcontractors, Validity Statement, Tax Identification Number, Documentation of Approved Accounting System, CAGE Code and DUNS Number, Organizational Conflict of Interest (OCI) certification, and the completion of the following clauses/provision: (1) 52.204-8 Annual Representations and Certifications (2) 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation. (3) 52.209-7 Information Regarding Responsibility Matters (4) 52.209-12 Certification Regarding Tax Matters (5) 52.219-28 Post-Award Small Business Program Representation	No Page Limit
II	***VOLUME II - PASS/FAIL- FACILITY CLEARANCE/CERTIFICATION*** (1) Facility Clearance Information	No Page Limit

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III	***VOLUME III - PASS/FAIL-SMALL BUSINESS/CONTRACT REFERENCE*** Small Business Participation Commitment Document For the entire IDIQ Contract which includes the Base period and all option periods	No Page Limit
IV	***VOLUME IV - TECHNICAL APPROACH & CAPABILITY FOR TASK ORDER 1*** (1)Technical Approach & Capability for Task Order One (1) (2) Personnel Matrix (3) Key Personnel (4) Resumes (5) Commitment Letters	(1) Technical Approach & Capability for Task Order One (1) – Maximum of Ten (10) pages (2) Personnel Matrix - No Page Limit (3) Key Personnel – Maximum of Two (2) pages (4) Resume – Maximum of Two (2) (5)Commitment Letters – Maximum of One (1)
V	***VOLUME V - SCENARIO # 1 RESPONSE FOR TASK ORDER ONE (1)***	Five (5) Pages Maximum
VI	***VOLUME VI - SCENARIO # 2 RESPONSE FOR TASK ORDER ONE (1)***	Five (5) Pages Maximum
VII	***VOLUME VII - PAST PERFORMANCE FOR TASK ORDER ONE (1)*** ***CLIN Labor Pricing Summary Tab (Excel)***	Maximum of Ten (10) Pages
VIII	***VOLUME VIII - PRICE FOR TASK ORDER ONE (1) VOLUME***	No Page Limit, Pricing Template Provided (Complete All Tabs Provided)

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IX	***VOLUME IX - A SMALL BUSINESS SUBCONTRACT PLAN (not required from Small Businesses proposing as prime contractors)*** ***MUST USE AND COMPLETE THE SMALL BUSINESS SUBCONTRACTING PLAN FORMAT PROVIDE AS ATTACHMENT 3***	Complete Small Business Subcontracting Plan Template provided

A.1 Instructions for Proposal Submissions: This section of the Instruction to Offerors (ITO) 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 in the ITO and must be submitted in accordance with these instructions. Noncompliance with the instructions provided in the ITO may make the proposal ineligible for award or result in an unfavorable proposal evaluation.

A.1.1 Sufficient Detail

Proposals shall comply with the following guidelines:

- Be complete and respond directly to the requirements of the solicitation.
- Address the factors and their related elements as listed in Section L, "Instructions, conditions, and notices to offerors or respondents" and Section M, "Evaluation factors for award" of the solicitation.
- Be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Extraneous, repetitious, or wordy submissions are not desired and could result in lower ratings.
- Do not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements.
- Assume that the Government has no prior knowledge of the Offeror's capabilities and experience, and will base its evaluation only on the information presented in the Offeror's proposal.

A.1.2 Validity Statement

The Offeror shall make a clear statement that the proposal is valid for 180 calendar days. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

A.1.3 Physical Appearance of Submissions

- Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired.
- Proposals shall be submitted in electronic copies.
- No models, mockups, or videotapes will be accepted.

A.1.3.1 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each. Glossaries do not count against the page limitation for their respective volumes.

A1.4 Page Format Restrictions and Limitations

A.1.4.1 Page and Font Size

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Text shall be single-spaced on an 8.5 x 11 inches paper format, with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. No foldout pages shall be used.

Page limitations shall be treated as maximum. Pages submitted in excess of the page limitations stated throughout this document will be removed and not evaluated. The excess pages will be deleted from the electronic copy of the proposal. Documents incorporated by reference or as attachments to the proposal shall be included in the overall maximum page lengths and will not be considered or evaluated if they exceed the maximum page.

Font size shall be no smaller than twelve (12) point Times New Roman. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable. Lettering within tables, charts, graphs, and figures shall be no smaller than ten (10) point Times New Roman. Margins on all four edges of each sheet will be at least one-inch. Proprietary statements, security markings, and page numbers shall be placed within the defined margin area. Pages shall be numbered sequentially by volume. In the event discussions are held, these page format restrictions shall apply to the Final Proposal Revisions (FPRs).

A.1.4.2 Labeling

The number of pages shown in the table above should be submitted in electronic format. Responses to Administrative, Pass/Fail, Technical Approach & Capability for Task Order One (1), Scenario for Task Order One (1), Past Performance and Price for Task Order One (1) shall be in separate electronic folders (files). A cover letter shall be inserted in each folder (file), except for the pricing folder. Cover letters shall be clearly marked as to the RFP identification, date of submittal, acknowledgement of any amendments, the Offeror's name, address, Taxpayer ID number, CAGE code, and the Offeror's POC name, phone, and email. The cover letter shall not count against any page limitation. Pages that exceed the maximum page length above shall not be evaluated or considered by the Government.

A.1.4.3 Pages Counted

Each page shall be counted except the following:

- past performance questionnaires
- past performance questionnaire point of contact list
- cover pages
- RFQ cross-reference matrix
- teaming arrangements
- tables of contents
- glossaries
- lists of figures, tables, or drawings
- tabs
- dividers
- blank pages

A.1.5 Indexing

Each volume shall contain a detailed table of contents to delineate the sections within that volume. Tab indexing shall be used to identify sections.

A.1.6 Electronic Submission:

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All Offerors shall submit electronic proposals via email to Contract Officer Ricardo M. Vasquez at ricardo.m.vasquez.civ@mail.mil and Enterprise Office of the Secretary of Defense-Technical Analysis Branch inbox at whs.ncr.ad.mbx.eosd-tab-branch@mail.mil . **All Offerors shall submit proposals by Thursday, April 23, 2020 by 1:00 PM, Eastern Time (ET). There is a 10MB limit for all electronic submissions per email. One email per proposal is preferred.**

Any proposal received after the exact time specified for receipt of proposals shall be treated as a late submission. The proposal written volumes shall be submitted as attachments in the submission. The proposal volumes shall be submitted as attachments when submitting their proposals. Text and graphics portions of the electronic copies shall be in a format readable by Adobe (.PDF) and MS Word 2010. Data submitted in spreadsheet format shall be readable by Adobe (.PDF) and MS Excel 2010. All responses to the solicitation shall be in separate files and volumes corresponding to the evaluation factors identified in the above Proposal Volumes Requirements table. Offerors are solely responsible for ensuring that the proposal is successfully submitted and received by the proposal due date and time.

Subcontractors shall submit any unburdened rates/cost in the pricing template directly to the Government by the specified proposal due date and time referenced above.

A.1.7 Pricing Data/Cost Information

Price information shall be completed in the Standard Form SF 33 by filling in the unit price and amount for all Contract Line Item Numbers (CLINs) and addressed in Volume VI – Price and the Contract Line Item Number (CLIN) structure listed in the RFP No. HQ003420R0079. All labor rates shall be rounded to cents and line item costs be rounded to the nearest dollar. All price information must be submitted in the attached price template.

A.1.8 Cross Referencing & Volume Designation

Information required for proposal evaluation that is not found in its designated volume may be assumed to have been omitted from the proposal at the discretion of the Government. Each volume, other than the Price volume, shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing to other volumes of the proposal. Exceptions to the above include only teaming arrangements, socio- economic commitment information and Organizational Conflicts of Interest assertions which must be submitted in Volumes I, III and IV but may be cross-referenced in other volumes.

A.1.9 Confidential Information

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an Offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the Offeror shall mark its submissions in the following manner:

- The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) _____."

- Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act."

B. VOLUME I - ADMINISTRATIVE

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The offeror shall present all cover letters, certifications, Organizational Conflict of Interest (OCI) form , signed SF30s, Listing of all subcontractors, validity statement, documentation of an approved accounting system in Accordance with FAR 16.301-3(a)(3), and the completion of Clauses/Provisions and a Signed SF33.

C. VOLUME II – PASS/FAIL CRITERIA FOR FACILITY CLEARANCE/CERTIFICATION

The Government is requesting the following information for the following elements, which will be evaluated on a pass/fail basis.

(1) The Offeror shall submit a letter from an appropriate adjudication agency (DoD accepted) that demonstrates the Offeror holds an active Secret Facility Clearance as identified on the DD-254 Security Requirements;
(2) The Offeror shall unconditionally accepts the terms and conditions of the RFP. Offerors cannot redline or condition quotations;
(3) The Offeror shall submit all required information specified in the RFP by the closing date/time

D. VOLUME III - PASS/FAIL CRITERIA – SMALL BUSINESS PARTICIPAITON COMMITMENT DOCUMENT

The Offeror submits a Small Business Participation Commitment Document.

All offerors (both other than small businesses and small businesses) shall provide the following SBPCD requirements and substantiating documentation to demonstrate how you will meet these requirements. This required information will be used to evaluate the extent of your proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors). These SBPCD requirements will be incorporated into any resulting contract(s) as specified below.

The Offeror shall provide a completed Small Business Participation Commitment Document (SBPCD) which includes completion of Section 1, Prime Contractor Size; Section 2 Minimum Quantitative Requirement (MQR) – Small Business Participation and Section 3 Small Business Participants.

1. *Prime Contractor Size:*

Indicate the applicable size and socioeconomic categories -- all that apply:

{ } Other than
Small Business
or
{ } Small Business also categorized as a
{ } Small Disadvantaged Business (SDB)
{ } Woman-Owned Small Business (WOSB)
{ } Historically Underutilized Business Zone (HUBZone) Small Business
{ } Service Disabled Veteran Owned Small Business (SDVOSB)

2. Minimum Quantitative Requirement (MQR) -- Participation of Small Businesses* _____%___

*******Small Business Participation, reporting applies*

2.1 Total Contract Value (Awarded) $_____

Minimum Quantitative Requirement (MQR) – Participation of Small Businesses: is the total contract value small businesses will perform under the contract. This is represented as a percentage amount of the total contract value, including options and is also shown in 2.1 as the total contract value (awarded) in dollars.

Minimum Quantitative Requirement (MQR)

Business Category	Dollar Value	% of Total Contract Value
Total Proposed Contract Value - Prime Offeror	$_____	%
Total Small Business	$_____	%
Small Disadvantaged Business	$_____	%
Woman-Owned Small Business	$_____	%
HUBZone Small Business	$_____	%
Veteran-Owned Small Business	$_____	%
Service-Disabled Veteran-Owned Small Business	$_____	%

Prime contractors – the Minimum Quantitative Requirement (MQR) for small business participation must be greater than 0% of the total contract value, including all option periods.

All Offerors (both other than small businesses and small businesses) shall provide the following SBPCD requirements and substantiating documentation to demonstrate how they will meet these requirements. This required information will be used to evaluate the extent of your proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to Section M, Evaluation factors for award, Small Business Participation. Prime contract offerors (which include both other than small businesses and small business concerns who intend to prime shall propose a Minimum Quantitative Requirement (MQR) in terms of the value of the total acquisition (total contract value including all options). Offerors shall provide detailed explanations / documentation to support their MQR. The SBPCD will be incorporated into any resulting contract(s) as specified below.

3. Small Business Participants

Small business concerns (SBC) as defined in FAR Part 19 are to be used in your proposed Small Business Participation Commitment Document to satisfy the Minimum Quantitative Requirement of this solicitation for the entire performance period, and include company name, business category (ies), description of products or services and NAICS code to be provided by each SBC and the nature of the commitment with the SBC (i.e., letter of commitment, joint ventures, mentor protégé agreements, others). Binding commitments shall become enforceable, contractual requirements. Use Attachment 5, Small Business Participation Commitment Document, in proposing this required information.

Company Name	**Business Category(ies)** *(SB, WOSB, SDB, VOSB, SDVOSB)*	**Product(s)/Service(s) to be Provided**	**NAICS Code**	**Nature of Commitment**

Instructions for complete the Table listed above. For each proposed small business participant (Small Business Primes can list themselves in this table) by providing Company Name and DUNS No.; Business Category (ies) such SB, WOSB, SDB, VOSB, SDVOSB); Product(s) or Service(s) Provided. Offerors must list the task(s) as identified in the PWS); NAICS No. – Provide the North American Industry Classification System Number associated with this work; All Offeror's (both large and small business primes) must provide the Nature of the Commitment (such as, letter of commitment, signed teaming agreements, joint ventures, mentor protégé agreements, others.

All supporting documentation is excluded from the page count. Supporting documents will not be incorporated into any resulting contract.

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Note: The SBPCD is an enforceable, contractual requirement which will be incorporated in the resultant IDIQ awarded contract. It will require periodic progress reporting by the contractor to facilitate government monitoring of the prime contractor's performance in meeting their MQR in the event of an award. Offerors are to propose semiannual reporting for their Minimum Quantitative Requirements above in accordance with Attachment 5, Small Business Participation Commitment Document.

E. VOLUME IV - TECHNICAL APPROACH & CAPABILITY FOR TASK ORDER ONE (1)

The base IDIQ contract will be associated with Task Orders One (1), the Offeror shall submit sufficient information for the Government to make a comprehensive evaluation of its technical approach and capability in meeting the requirements listed in the corresponding Task Order One (1) PWS (including all attachments of Task Order 1) for successful performance. Proposals that omit or merely reiterate tasks under the Task Order PWS' may be rejected. The proposal must contain a clear, concise, and complete description of the proposal approach to accomplish the requirements listed in the PWS. Specifically, its approach to each subject Task area in Part 5 of the PWS. Technical responses shall contain sufficient content for the Government to determine whether offerors understand the PWS requirements. To demonstrate understanding, the proposal shall propose sound, practical, and feasible methods to accomplish tasks identified in the PWS. Technical responses shall contain sufficient content for the Government to make a comprehensive evaluation of the offeror's technical approach and capability in meeting the requirements listed in the PWS for successful performance.

In addition, the Technical Capability Volume shall include the following:

Phase-In Plan: Offerors shall submit a Phase-in plan that complies with PWS Section 1.6.17 that addresses the following:

- Provide a detailed transition methodology in logical sequence to ensure a smooth transition of all tasks/subtasks of the contract without interruption or degradation of services levels;
- Provide a timeline for completion; and
- Identify associated risks, issues and risk mitigation strategies.
- Provide an approach of providing the necessary resources to ensure and maintain service quality levels and staffing levels during the Phase-In Period.

Personnel Matrix: The offeror shall submit a personnel matrix showing its staffing levels and labor mix breakdown for Task Order One (1) PWS. For each task and if applicable, the matrix shall list the personnel assigned to the task, with the following information provided for each personnel: position titles, labor categories, security clearance level, the duties and responsibilities of the individual, and the number of hours proposed for the individual based on the PWS tasks. The offeror shall address each of the tasks listed at Part 5 of the PWS (i.e., 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, and 5.7); the offeror need not provide a staffing breakdown at the subtask level. For example, with respect to task 5.2, the offeror needs to provide the above-requested information with respect to Task 5.2 as a whole, but it needs not provide the individual staffing breakdown for task subparagraphs 5.2.1, 5.2.2, 5.2.3, etc. No pricing information (labor rates, etc.) shall be included in the technical volume.

Key Personnel: The Offeror shall submit resumes for Key Personnel, listing the individual's name, education, experience, and certifications. Each resume shall specify which PWS tasks each Key Personnel will perform and each Key Personnel's duties and responsibilities.

Preferred: Commitment letters for all key personnel must be submitted within proposal submission.

Note. For personnel not considered key personnel, resumes may be requested after contract award or at any point prior to a new employee starting work performance under the contract.

Staffing Plan: The offeror shall explain its staffing approach to meeting the contract requirements. The offeror shall provide a staffing plan to include a description of the current personnel resources for this requirement, as well as a description of the resource planning processes and procedures, and management methods and processes, to ensure

sufficient qualified and high caliber personnel are recruited, staffed and available, and retained in support of this requirement. The offeror shall describe their company's historical ability to retain personnel and how this will be utilized to meet the requirements of this PWS. The staffing plan shall include an explanation of how the Offeror plans to manage unexpected turnover due to promotions, employees leaving the company, extended illnesses, military duty, etc.; how the Offeror will minimize the impact of such turnover on contract performance; and how the Offeror will ensure personnel coverage during absences (sick and personal leave of employees).

Note. Commitment letters, Resumes for Key Personnel, and Personnel matrix under Technical Approach & Capability shall not count against the page limitation.

F. VOLUME V – SCENARIO # 1 RESPONSES FOR TASK ORDER ONE (1)

The offeror shall provide a response to the follow Scenario listed below:

1. Scenario 1 (Reference PWS section 5.4 "EVAMOSC Data Acquisition and Preparation")
A service provides a single enterprise solution to record and track overhaul repairs. During the data ingestion process, your team discovers that the various commands with in the DoD component use the different, customized versions of SAP and different business rules to record cost.

Provide a detailed task outline identifying the software tools, data storage tools, methodology and documentation process such that the reader can reasonably understand the logic flow of adding a new program's cost and metadata (PWS 5.4.2) into a common use, query able model (PWS 5.4.4 & 5.4.5). Additionally, the Offeror should demonstrate, within the response, expert knowledge of departmental budgeting process, systems and data (PWS 5.4.1 & 5.4.3).

G. VOLUME VII - PAST PERFORMANCE

Past Performance Contract Reference(s)

The Government is requesting that the offeror provide up to three (3) past performance contract references that reflect recent and relevant experience. Recent experience is defined as that completed within the past three (3) years from the proposal due date. Relevant experience is defined as that which is similar in scope and complexity to the work described within the attached Performance Work Statement and Contract Type. Past performance contract references can come from the offeror or the Subcontractor, as long as they served as the Prime Contractor for the past performance reference. (If the offeror submits a project that was performed by a subcontractor, the offeror must explain how the subcontractor significantly contributed to the performance of the referenced project and how the offeror expects the subcontractor to significantly contribute to the successful performance of the solicited work.) In the past performance reference include contract/delivery order number, contract type, program name, total contract cost, short description of work performed, and names, email addresses and valid telephone numbers for the Procuring Contracting Officer (PCO) and Contracting Officer's Representative (COR).

Past Performance Questionnaires (PPQs)

The Offeror shall initiate the Past Performance Questionnaires (see Attachment 6) for each of the projects used above. The Offeror shall complete blocks 1 through 7 on the form.The Offeror shall provide Past Performance Questionnaires (PPQ) to its customer references and instruct them to email the completed Questionnaires directly to Ricardo Vasquez, Contracting Officer/Team Lead, at ricardo.m.vasquez.civ@mail.mi, Nikita Wimper, Contracting Officer/Branch Chief, at nikita.n.wimper.civ@mail.mil, and Cc whs.ncr.ad.mbx.eosd-tab-branch@mail.mil. Questionnaires must be received via email no later than the date and time specified in **Section L, A.1.6 Electronic Submission** of the solicitation to the specified email addresses above. Questionnaires that are not received by the due date and time may not be evaluated.

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I. VOLUME VIII - PRICE FACTOR

For Task Order One (1), the contract type will be a hybrid task order that consist of Firm Fixed Price, Cost, and Cost Plus Fixed Fee (CPFF) task orders. The Offeror shall map all quoted labor categories to the positions proposed and include this information in Volume VIII – Price Factor. Proposed personnel must meet PWS requirements for the PWS-defined position they will fill. Failure to comply with this section may make the offerors nonresponsive.

The Offeror shall propose a price by submitting Volume VIII – Price in the attached Price Schedule Summary MS Excel Template. The price template contains two (2) tabs per Task Order entitled (1) CLIN Labor Pricing and (2) Price Schedule Summary, which must be completed by the offeror. The price template for Task Order One (1) which must be completed. Offerors are required to submit complete and accurate price template. The Government will provide a dollar amount for travel costs for each Task Order at the time of award.

The offeror shall provide other than cost and pricing data in order for the Government to perform Cost Realism in accordance with FAR 15.404-1(d) to determine if the offeror proposed cost elements are realistic for the work to be performed, reflect a clear understanding of contract requirements, and are consistent with the unique methods of performance and materials described in the offeror's proposal.

NOTE: DO NOT PROPOSE TRAVEL COSTS FOR ANY OF THE TRAVEL CLINS. PLEASE LEAVE THESE CLINS BLANK.

Task Order Price Proposals

If proposing on the entire solicitation, the offeror shall provide separate price proposals for Task Orders X according to their respective CLIN schedules. The offeror shall also provide a basis for the price(s), identifying all prospective labor categories and associated labor rates (must include profit and overhead costs). Lack of detail may result in a rating of a higher risk by the Government. The offeror shall utilize their proposed IDIQ labor rates or discounts off of them for pricing purposes.

There is no page limit for this factor, but the offeror is encouraged to only provide that cost and pricing data mandatory to a comprehensive review and that data which would allow the Government to determine price reasonableness.

J. VOLUME IX – SMALL BUSINESS SUBCONTRACTING PLAN

Small Business Subcontracting Plan Instructions (Other than Small Businesses Only).

In accordance with FAR Subpart 19.7, DFARS 219.7 and FAR 52.219-9, a Small Business Subcontracting Plan is required of all Offerors, unless the prime contractor is a small business. The Small Business Subcontracting Plan shall be submitted with the Offeror's proposal submission. The Small Business Subcontracting Plan of the successful Offeror(s) will be reviewed and approved by the Contracting Officer prior to contract award. See FAR 19.702(a)(1) Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Small Business Subcontracting Plan acceptable to the Contracting Officer. The successful Offeror's approved Subcontracting Plan will be incorporated into the resultant contract.

The offeror is required to use the Small Business Subcontracting format provided at Attachment 3 and must address all fifteen elements.
The Offeror shall provide a Small Business Subcontracting Plan to include the following information:

1. Offerors shall include a detailed approach to achieving and maintaining the small business goals throughout the life of the ID/IQ contract as established by the Offeror with its proposal in Attachment 3, Small Business Participation Commitment Document (SBPCD).
2. Offerors shall identify all proposed subcontractors individually by name with addresses, business type (Other Than Small Business, Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities and Minority Institutions) as determined

by the Small Business Administration size standard for the specific work being subcontracted; the principal services being provided by the subcontractor; NAICS Code; and the complexity of the services provided.

3. Offerors shall provide evidence of meeting small business goals on prior contracts. If, historically, the Offeror has not met small business goals or has never been previously required to implement a Small Business Subcontracting Plan under a Federal Government contract, an explanation shall be provided on what actions will be taken to meet the small business goals of the ID/IQ contract.
4. Offerors shall include evidence, such as binding letters of commitment subject only to contract award, of the Offeror's ability to meet the subcontracting goals.

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Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD
SECTION M – EVALUATION FACTORS FOR AWARD

1. BASIS FOR CONTRACT AWARD

Unless all offers are rejected, the Government intends to award a single Indefinite Delivery Indefinite Quantity (IDIQ) contract and concurrently award Task Order One (1) to responsible Offeror whose offer, conforming to the solicitation, is determined to be the overall best value basis using trade-offs, price, and other factors considered. The single award IDIQ will be hybrid contract type that will consist of Firm Fixed Price, Cost, and Cost Plus Fixed Fee (CPFF) task orders.

The Government may select for award the Offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost. Offerors must satisfy the requirements described in the Performance Work Statement (PWS) as well as other Request for Proposal (RFP) requirements. Proposals that take exception to any performance criteria may be deemed unacceptable.

Proposals will be reviewed, evaluated, and awarded in accordance with the evaluation criteria identified in this document. Proposals that take exception to any requirement, state assumptions or impose requirements not in or contrary to the solicitation or otherwise qualify the proposal shall not be considered and shall be deemed unacceptable for award.

2. VOLUME II - PASS/FAIL CRITERIA – FACILITY CLEARANCE

The Government will evaluate a proposal ONLY IF the offer/proposal satisfies all of the following elements, which will be evaluated on a pass/fail basis*:

(1) The Offeror shall submit a letter from an appropriate adjudication agency (DoD accepted) that demonstrates the Offeror holds an active Secret Facility Clearance as identified in the DD Form 254 Security Requirements. The Government shall evaluate the proposal to determine if the Offeror possesses a current, active Secret Facility Clearance at the time of proposal submission. If the Government determines that an Offeror does not possess the required Secret Facility Clearance on the proposal due date, the Offeror shall receive a “fail” and no further evaluation will be performed. The Offeror shall not be considered for award.
(2) The Offeror unconditionally accepts the terms and conditions of the RFP. Offerors cannot redline or condition quotations;
(3) The Offeror submits all required information specified in the RFP by the closing date/time

3. VOLUME III – PASS/FAIL CRITERIA – SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT

The Government will evaluate a proposal ONLY IF the offer/proposal satisfies all of the following elements, which will be evaluated on a pass/fail basis*:

2. The Offeror submits a Small Business Participation Commitment Document (SBPCP) that meets the criteria listed below.

2.1 The Government shall evaluate the proposal to determine the extent:

2.1.2 Each firm as defined in FAR Part 19, Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) small business, Veteran-Owned Small Business (VOSB), and Service-Disabled, Veteran-Owned Small Business (SDVOSB), are specifically identified in the proposal.

2.1.3 The Offeror demonstrates its small business commitment through its proposed Minimum Quantitative Requirement (MQR) considering each of the small business categories listed in the MQR. An overall total of zero percent is unacceptable.

2.1.4 The offeror identifies the type and variety of work each firm(s) as defined in FAR Part 19 are to perform which the offeror has specifically identified in it's technical proposal,

2.1.5 The offeror demonstrates a substantive commitment with each firm (as defined in FAR Part 19) and the nature and type of its commitment (i.e., binding commitments will become enforceable/contractual requirements) such as, letters of commitment, joint ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements). Offeror's who name firm's in Section 3 of the SBPCD, but who do not indicate the nature of its commitment will receive a Fail.

2.1.6 Provide a Small Business Participation Commitment Document (SBPCD) Minimum Quantitative Requirement (MQR) which is not zero. A percentage of zero is unacceptable and will be rated as Fail.

*The Government will fully evaluate offers that receive a "pass" for the Pass/Fail criteria. However, a "pass" for the above Pass/Fail criteria does not guarantee award. Offerors will only be eligible for award after an evaluation is conducted in accordance with the criteria set forth in this solicitation. If the Offeror receives a "fail" in any one of the Pass/Fail criteria listed above, the Offeror's proposal shall NOT be evaluated further.

1. EVALUATION FACTORS

The award of the base single award IDIQ contract will be determined by evaluations and ratings for Task Order 1. The evaluation will be based on a complete assessment of the Offeror's proposal. Proposals shall be evaluated on the following four (4) factors:

Factor 1 – Technical Approach & Capability for Task Order One (1)

Factor 2 – Scenario for Task Order One (1)

Factor 3 – Past Performance for Task Order One (1)

Factor 4 – Price Task Order One (1)

Technical Approach & Capability, Scenario, and Past Performance are equal, and when combined are significantly more important than Price. For evaluations with equal ratings under Factors 1 and 2, price will become more significant in the award decision. The Government will not evaluate Factor 2 and Factor 3 if an Offeror receives a Marginal or Unacceptable rating for Factor 1.

a. EVALUATION FACTOR ONE (1) – VOLUME IV - TECHNICAL CAPABILITY & CAPABILITY FOR TASK ORDER ONE (1)

For Task Order 1, the Government will evaluate if the offeror proposal contained sufficient information for the Government to make a comprehensive evaluation of its technical approach and capability in meeting the requirements listed in the corresponding Task Order 1 PWS (including all attachments of Task Order 1) for successful performance. The Government will evaluate the proposal to determine if it contain a clear, concise, and complete description of the proposal approach to accomplish the requirements listed in the PWS. Specifically, the offerors approach to each subject Task area in Part 5 of the PWS. Technical responses shall contain sufficient content for the Government to determine whether offerors understand the PWS requirements. The Government will evaluate the proposal to determine whether the offerors understands the PWS requirements that propose sound, practical, and feasible methods to accomplish tasks identified in the PWS.

In addition, the Government will evaluate the following:

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a) **Phase-In Plan –** The Government will evaluate the offerors Phase-in plan in accordance with PWS section 1.6.17 Phase-In that identifies the following:

- Provide a detailed transition methodology in logical sequence to ensure a smooth transition of all tasks/subtasks of the contract without interruption or degradation of services levels;
- Provide a timeline for completion; and
- Identify associated risks and issues and risk mitigation strategies.
- Provide an approach of providing the necessary resources to ensure and maintain service quality levels and staffing levels during the Phase-In Period

b) **Key Personnel**- To the extent which the Key Personnel Resumes demonstrates that the quoted personnel possess education, experience, and certifications as required in the PWS.

c) **Personnel Matrix-** To the extent which the vendor's labor mix in the personnel matrix can ensure proper performance of the PWS tasks.

d) **Staffing Plan-** To the extent which the Staffing Plan describes a staffing approach to meeting the contract requirements, to include a description of the current personnel resources for this requirement, as well as a description of the resource planning processes and procedures, and management methods and processes, to ensure sufficient qualified and high caliber personnel are recruited, staffed and available, and retained in support of this requirement. The Government will evaluate the company's historical ability to retain personnel and how this will be utilized to meet the requirements of this PWS. Also, the Government will evaluate the offerors staffing approach to how they manage unexpected turnover due to promotions, employees leaving the company, extended illnesses, military duty, etc.; how the Offeror will minimize the impact of such turnover on contract performance; and how the Offeror will ensure personnel coverage during absences (sick and personal leave of employees).

Note. Commitment letters, Resumes for Key Personnel, and Personnel matrix under Technical Approach & Capability shall not count against the page limitation.

b. EVALUATION FACTOR TWO (2) – VOLUME V – SCENARIO RESPONSE FOR TASK ORDER ONE (1)

The Government will evaluate the Offeror's response to the following scenario listed below.

Scenario1: The Government will evaluate the offeror responses on analysis, the feasibility and efficiency of the technical approach, and level of demonstrated expert knowledge of the departmental process, systems and data. The evaluation will consider the appropriateness of the specific AWS GovCloud software tools and data storage tools, proposed in the response.

c. EVALUATION FACTOR 3 – VOLUME VI - PAST PERFORMANCE

For past performance the Government will evaluate how well the Offeror has performed on contracts that have been determined to be both recent and relevant for Task Order One (1). The Government will evaluate how well the Offeror has performed on contracts that have been determined to be both recent and relevant to the PWS. There are three aspects to the past performance evaluation: recency, relevancy, and quality of performance:

Step 1 – Recency. The first step is to evaluate the recency of each of the offeror's past performance projects. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Performance of each reference must be completed within the previous three (3) years of the quotation due date to be considered recent. Projects which are not recent will not be further considered and will not be factored into the offeror's overall Performance Confidence Assessment Rating.

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Step 2 – Relevance. The second step is to determine how relevant each of the offeror's past projects are to the solicited work. Each project will be assigned a relevancy rating from Table 2. Projects which are rated "Not Relevant" will not be further considered and will not be factored into the offeror's overall Performance Confidence Assessment Rating.

Step 3 - Quality of Products or Services. The third step of the past performance evaluation is to establish the quality of the Offeror's performance on each past performance project. The government may determine quality of performance through a variety of methods to include reviewing PPQs, contacting customers, reviewing databases such as the Contractor Performance Assessment Reporting System (CPARS), or reviewing other sources of information. The Government's evaluation documentation will discuss the Offeror's quality of performance on each
of the projects, however it will not assign a quality of performance rating for each individual past project.

Step 4 – After assessing the recency, relevancy, and quality of performance of the Offeror's individual past projects, the Government will assign one overall Performance Confidence Assessment Rating to the Offeror (Table 3, below). This rating is based on the Offeror's overall record of regency, relevancy, and quality of performance across the reviewed past projects. In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings in Table 3.

In the case of a Offeror for which there is no information on past contract performance or where past contract performance information is not available, the Offeror may be evaluated neither favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In such case, the offerors past performance is unknown and is assigned an overall Performance Confidence Assessment rating of "Neutral."

d. EVALUATION FACTOR FOUR (4) – VOLUME VIII - PRICE

In accordance with FAR 15.404-1, Proposal Analysis Techniques, Task Order One (1) will be evaluated to determine if it is fair and reasonable, and reflect a clear understanding of the requirements. The offeror's price must be found to be fair and reasonable in order to be eligible for award. The evaluated price shall include all Contract Line Item Numbers and all options.

Firm Fixed Price CLINs: For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the evaluated price for the six month 52.217-8 extension, the total price is calculated as one-half of the total price of the final option year. The Government may determine that a quotation is unacceptable if the option are significantly unbalanced. Evaluation of options will not obligate the Government to exercise the option(s).

Cost-Plus-Fixed-Fee CLINs: For evaluation purposes only, the total evaluated price is the sum of the total prices submitted for (a) the base period, all option periods, and (c) the six-month extension authorized by FAR clause 52.217-8. For purposes of determining the evaluated price for the six month 52.217-8 extension, the total price is calculated as one-half of the total price of the final option year. The Government may determine that a quotation is unacceptable if the option are significantly unbalanced. Evaluation of options will not obligate the Government to exercise the option(s).

** Options: The Government will evaluate the offerors for award purposes by adding the total price of all options to the total price for Task Order One (1). The Government may determine that an offeror is unacceptable if the option prices are significantly unbalanced. The evaluation of option periods shall not be obligate the Government.

Cost Realism will be performed to determine the probable cost of performance for each offeror. The offeror cost maybe adjusted to reflect any additions or reductions in cost elements based on the results of the cost realism analysis. The probable cost will be used in determining the best value, but award will be made at the negotatied price.

2. RATING METHODS

a. EVALUATION FACTOR ONE (1) – VOLUME IV TECHNICAL APPROACH & CAPABILITY FOR TASK ORDER (1)

Combined Technical/Risk Rating Method: For Task Order One (1) the combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. Each proposal shall be given a rating identified in Table 1 that reflects the degree to which the proposed approach meets or does not meet the threshold performance or capability requirements through an assessment of the relative strengths, deficiencies, weaknesses and significant weaknesses, and risks to successful performance.

Table 1. Combined Technical/Risk Rating Method

Color	Rating	Description
BLUE	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
PURPLE	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
GREEN	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
YELLOW	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
RED	*Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

***NOTE:** If an offeror is determined "Marginal" and "Unacceptable" under Factor 1 – Technical Approach & Capability for Task Order One (1), the Offeror's proposal will be considered Unacceptable overall, shall not be further evaluated, and will not be considered for award.

b. EVALUATION FACTOR TWO (2) – VOLUME V – SCENARIO RESPONSE FOR TASK ORDER ONE (1)

Combined Technical/Risk Rating Method: For Task Order One (1) the combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings. Each proposal shall be given a rating identified in Table 1 that reflects the degree to which the proposed approach meets or does not meet the threshold performance or capability requirements through an assessment of the relative strengths, deficiencies, weaknesses and significant weaknesses, and risks to successful performance.

Table 1. Combined Technical/Risk Rating Method

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BLUE	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
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GREEN	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
YELLOW	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
RED	*Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

***NOTE:** If an offeror is determined "Marginal" and "Unacceptable" under Factor 1 – Technical Approach & Capability for Task Order One (1), the Offeror's proposal will be considered Unacceptable overall, shall not be further evaluated, and will not be considered for award.

c. EVALUATION FACTOR THREE (3) – VOLUME VI – PAST PERFORMANCE

Table 2. Past Performance Relevancy Rating Method	
Rating	**Definition**
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 little or none of the scope and magnitude of effort and complexities this solicitation requires.

Table 3 .Performance Confidence Assessment Rating Method	
Rating	**Definition**
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror shall 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 shall 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.

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Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror shall successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror shall be able to successfully perform the required effort.

Note. Offerors that receive a rating of No Confidence under Factor 2 shall be considered unacceptable overall and shall not be further evaluated or considered for award.

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