

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 72 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W900KK20R0013		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 31 Oct 2019		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY ARMY CONTRACTING COMMAND - ORLANDO ATTN: BRAVO DIVISION 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 TEL: FAX:				CODE W900KK		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE			
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 _____ local time _____ (Hour) (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 DUANE A. ST. PETER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (407) 380-8444		C. E-MAIL ADDRESS duane.a.stpeter.civ@mail.mil					
11. TABLE OF CONTENTS											
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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. <input type="checkbox"/>				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: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 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.

Section A - Solicitation/Contract Form

SOLICITATION INFORMATION

This solicitation will result in a Single-Source Indefinite-Delivery/Indefinite-Quantity (ID/IQ) contract with an ordering period of eight years (5 year base period and one 3 year option period). It will become the basic contract for the Special Operations Forces Aviation System Training – Enhancements II (SOFAST-E II) efforts. Requirements will be proposed based on the immediate needs of the Government and executed as Delivery Orders during that timeframe.

Delivery Order 0001, Attachment 6.0, will be awarded under this solicitation along with the basic SOFAST-E II ID/IQ contract. Delivery Order 0002, Attachment 7.0, may also be awarded under this solicitation along with the basic SOFAST-E II ID/IQ contract or within 12 months after award of the basic ID/IQ contract depending on Foreign Military Sales (FMS) approvals.

The U.S. Army Contracting Command - (ACC) Orlando intends to review and consider all feedback from Industry in response to this solicitation regarding the SOFAST-E II acquisition.

Contract Not-To-Exceed Ceiling amount is \$218,000,000. 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. The ceiling of \$218M is available within the eight year ordering period. The cumulative total of all delivery orders awarded as a result of Solicitation W900KK-20-R-0013 will not exceed \$218,000,000 over the life of the contract without prior written approval from the Procuring Contracting Officer (PCO). This amount is provided in Section B CLIN 1000 for administrative purposes.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	\$100,000.00	N/A	\$218,000,000.00

Section B - Supplies or Services and Prices

B.1 The Contract Line Item Numbers shown may be utilized in a Firm-Fixed-Price (FFP), Fixed Price Incentive Firm Target (FPIF), Cost-Plus-Fixed-Fee (CPFF), Time-and-Materials (T&M) and/or Cost basis for delivery orders issued under this contract. Each future delivery order will be reviewed by the Procuring Contracting Officer (PCO) to determine the applicable contract type to meet those requirements.

B.2 CLINs 0001 through 1000 are established in Section B for the sole purpose of facilitating administration of the Contract in the Governments' Standard Procurement System (SPS). Pricing for Delivery Order CLINs will be at the individual Delivery Order level. Pricing for Delivery Orders 0001 and 0002 shall utilize the cost/pricing workbook, Attachment 6.4.

B.4 MAXIMUM ALLOWABLE LABOR RATES

The labor categories and labor rates in Attachments 6.4 ("Attachment 6.4c" tab) will be incorporated in Section B of the basic ID/IQ contract upon contract award. The labor rates incorporated for each category will be the fully burdened rate less profit or fee for the prime contractor. The proposed labor categories are not all inclusive. Additional labor categories may be proposed and negotiated at the order level if deemed necessary and acceptable by the Government to accomplish the delivery order requirements. The rates proposed for the additional labor categories should be commensurate with the pricing/estimating methodology employed to establish the rates awarded with the basic contract. Any new rates deemed necessary will be evaluated for fair and reasonableness, in accordance with FAR Subpart 15.4. Additionally, T&M labor rates will be derived from the proposed labor categories and labor rates provided in Attachments 6.4 to also be incorporated.

The proposed rates will be established in section B upon contract award.

B.5 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT

For the purposes of paragraph (b) of the "Limitation of Funds" Clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is \$[To be filled out and provided in the individual delivery orders];

(b) The items covered by such amount are Item(s) [Insert CLINs]; and

(c) The period of performance for which it is estimated the allotted amount will cover is [To be filled out and provided in the individual delivery orders].

To be provided in the individual delivery orders, as applicable

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

SOFAST-E II

FFP

Special Operations Forces Aviation System Training – Enhancements II (SOFAST-E II). The contractor shall perform in accordance with the basic ID/IQ contract Statement of Work (SOW) number SOW-2018-074 Version 1.1, Section J, Attachment 1, and as further specified by individual delivery orders issued under this contract. The contractor shall design, build, test, modify, and field capabilities in support of the Combat Mission Simulators (CMSs) and Combat Flight Training Device (CFTD)

FOB: Destination

MAX
NET AMT

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

Reserved

FFP

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0003	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0004	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0005	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0006	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0007	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0008	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0009	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0010	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0011	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0012	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0013	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0014	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0015	Reserved FFP FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0016

Technical Data

FFP

The contractor shall complete the data requirements as defined in the SOW and listed in Section J of each individual delivery issued under this contract. A representative sampling of the types of CDRLs the Government may require are provided in paragraph 3.3 of SOW number SOW-2018-074 Version 1.1, Section J, Attachment 1, and as further specified by individual delivery orders issued under this contract.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0017

Contractor Manpower Reporting App

FFP

The contractor shall accomplish contractor manpower reporting IAW the requirements set forth in paragraph 3.2.2.3 of SOW number SOW-2018-074 Version 1.1, Section J, Attachment 1, as specified in the individual delivery orders.

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0018

Contractor Acquired Property
COST

The contractor shall accomplish delivery of Contractor Acquired Property (CAP) classified as Material in accordance with Contract Data Requirement List (CDRL) incorporated as specified in the individual delivery orders section J. Once delivered and accepted by the Government, the Government assumes title and the items become Government Furnished, as specified in the individual delivery orders.

FOB: Destination

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0019

OPTION

SOFAST-E II

FFP

3 Year Ordering Period Extension

Special Operations Forces Aviation System Training – Enhancements II (SOFAST-E II). The contractor shall perform in accordance with the basic ID/IQ contract Statement of Work (SOW) number SOW-2018-074 Version 1.1, Section J, Attachment 1, and as further specified by individual delivery orders issued under this contract. The contractor shall design, build, test, modify, and field capabilities in support of the Combat Mission Simulators (CMSs) and Combat Flight Training Device (CFTD)

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0020
OPTION

Technical Data
FFP
3 Year Ordering Period Extension
The contractor shall complete the data requirements as defined in the SOW and listed in Section J of each individual delivery issued under this contract. A representative sampling of the types of CDRLs the Government may require are provided in paragraph 3.3 of SOW number SOW-2018-074 Version 1.1, Section J, Attachment 1, and as further specified by individual delivery orders issued under this contract.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0021
OPTION

Contractor Manpower Reporting App
FFP
3 Year Ordering Period Extension
The contractor shall accomplish contractor manpower reporting IAW the requirements set forth in paragraph 3.2.2.3 of SOW number SOW-2018-074 Version 1.1, Section J, Attachment 1, as specified in the individual delivery orders.
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0022
OPTION

Contractor Acquired Property
COST
3 Year Ordering Period Extension
The contractor shall accomplish delivery of Contractor Acquired Property (CAP) classified as Material in accordance with Contract Data Requirement List (CDRL) incorporated as specified in the individual delivery orders section J. Once delivered and accepted by the Government, the Government assumes title and the items become Government Furnished, as specified in the individual delivery orders.
FOB: Destination

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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1000

SOFAST-E II Requirements
FFP
This CLIN is provided for administrative purposes. This CLIN will not be used on Individual Delivery Orders and represents a Not to Exceed Ceiling Price for the entire Contract.
FOB: Destination

MAX
NET AMT

Section C - Descriptions and Specifications

DESCRIPTION/SPECIFICATIONS

C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT

The Contractor shall perform the work in accordance with Statement of Work (SOW), SOW-2018-074, Version 1.1 for the Special Operations Forces Aviation System Training – Enhancements II (SOFAST-E II), dated October 25, 2019 (Attachment 1).

C.2 PERSONNEL QUALIFICATIONS

(1) The contractor shall be responsible for employing qualified management, technical and support personnel to perform tasks as set forth in the basic SOFAST-E II ID/IQ contract SOW (Attachment 1) and for Delivery Order(s) issued under the SOFAST-E II ID/IQ contract. The contract must have the personnel, organizational, and administrative controls necessary to ensure that the products delivered meet all the requirements specified in each Delivery Order issued.

(2) Contractor personnel shall possess the required security level clearance (e.g., Secret) prior to assignment to a specific task and work site in order to effectively perform assigned work.

(3) The Government reserves the right to review resumes of key personnel, initially assigned and for any substitution if required by an individual Delivery Order.

C.3 CLINS 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021 and 0022 –SOFAST-E II (FFP, FPIF,CPFF, T&M and Cost)

The Contractor shall furnish all necessary personnel, material, equipment, facilities, and other services as may be required to perform effort(s) in accordance with the applicable requirements of Statement of Work number SOW-2018-074, and individual Delivery Order Statements of Work.

C.4 CLIN 0016 – TECHNICAL DATA

The Contractor shall prepare and provide technical data and information in accordance with the requirements set forth in the SOW and the Contract Data Requirement List (CDRL), DD Forms 1423, as specified in individual Delivery Orders. A representative list of the types of Contract Data Requirements Lists (CDRLs) the Government may require are listed in the SOW number SOW-2018-074. The CDRLs may change and/or additional CDRL may be added to support the individual delivery orders.

C.5 CLIN 0017 – CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall accomplish contractor manpower reporting IAW the requirements set forth in paragraph 3.2.2.3 of SOW number SOW-2018-074, as specified in the individual delivery orders.

C.6 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION

Inspection and acceptance of technical data and information will be performed by an authorized requiring activity representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be performed by the requiring activity representative and evidenced via execution of an electronic Receiving Report submitted by the contractor in the Wide Area Work Flow (WAWF) application within the Procurement Integrated Enterprise Environment (PIEE) e-Business suite.

C.7 TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [To be detailed in the individual delivery orders], attached hereto, and the following:

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

(1) PCO, Code Mr. Duane A. St. Peter, US Army Contracting Command (ACC) Orlando

(2) ACO, Code [To be determined in the individual delivery orders].

[Insert additional code addresses, as necessary]

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

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

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

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

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

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

US Army, PEO STRI
Code: (specific code and name)
12350 Research Parkway
Orlando, FL 32826

C.8 AVAILABILITY OF DATA ITEM DESCRIPTIONS (DIDs)

All Data Item Descriptions (DIDs) are available online via the Acquisition Streamlining and Standardization Information System located at <http://quicksearch.dla.mil>.

C.9 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(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. The address and telephone number of the Contracting Officer is:

Mr. Duane A. St. Peter,
US Army Contracting Command (ACC) Orlando,
12211 Science Drive, Orlando FL 32826-3224.

C.10 TECHNICAL DIRECTION LETTER (TDL) INSTRUCTIONS

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor.

(b) Each TDL issued hereunder is subject to the terms and conditions of this contract. In the event of a conflict between a TDL and this contract, the contract shall control. Technical direction shall not justify any adjustment to costs, fees, or delivery terms.

(c) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to applicable Contract Line Item Number and Not To Exceed amount per TDL;
- (4) Reference to the relevant section or item in the statement of work;
- (5) Signature of the Contracting Officer;
- (6) Signature of the Contracting Officer's Representative;
- (7) The specific direction provided to the contractor;
- (8) Designated Period of Performance.

(d) The Contracting Officer may give oral technical direction only in emergency circumstances. Any oral technical direction must be reduced in writing by the Contracting Officer within two working days of its issuance.

(e) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (c) above. A TDL may be amended orally only by the Contracting Officer and only in emergencies; oral amendments must be reduced to writing as in paragraph (d) above. An Amendment to each TDL substantiating the actual costs incurred per event shall be submitted to Contracting Officer's Representative and Contracting Officer for review and approval prior to submittal of Cost Voucher in Wide Area Workflow.

(f) The Contractor shall proceed promptly with the performance of technical direction duly issued by the Contracting Officer. If, in the Contractor's opinion, any technical direction falls within any of the categories defined in paragraph (b), the Contractor shall not proceed but shall notify the Contracting Officer of its objections in writing within 5 working days. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the Changes Clause of the contract, and that the Contractor should proceed promptly with its performance.

(g) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes Clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes Clause of this contract.

(h) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer shall be at the Contractor's risk.

(i) The Contracting Officer will retain a copy in the contract file.

C.11 PROPERTY MANAGEMENT PLAN

In accordance with clause 52.245-1, Government Property, the contractor shall provide the Government with a property plan. The plan shall be implemented at the delivery order, program, site or entity. The plan shall include the following (not all inclusive list) and shall delineate and provide the rationale for how the contractor will manage the property. Failure to submit will result in evaluation delays and award schedule.

- (a) Acquisition of property documentation
- (b) Receipt of Government Property
- (c) Government-furnished property
- (d) Contractor-acquired property
- (e) Records of Government property
- (f) Use of a Receipt and Issue System for Government Material
- (g) Physical inventory

The contractor shall abide by any and all other requirements of clause 52.245-1. A Property Management Plan for Government property will be required at the delivery order level as applicable.

C.12 DELIVERY ORDER TYPES

(a) The following types of delivery orders may be issued under this contract:

Firm Fixed Price (FFP)

Fixed Price Incentive Firm Target (FPIF)

Cost Plus Fixed Fee (CPFF)

Time and Material (T&M) line items

The determination regarding which type of delivery order to be awarded shall be at the discretion of the Contracting Officer.

(b) FFP delivery orders may be issued when the scope of effort is sufficiently defined to allow technical and cost risks to be predicted with reasonable certainty. Under this contract type, the Contractor shall be required to submit a firm fixed price proposal for accomplishing the total effort inclusive of all labor, material and travel costs, as appropriate. The contractor shall be required to deliver the specified product within the specified time and FFP amount.

(c) FPIF delivery orders may be issued when the scope of effort is sufficiently defined to allow technical and cost risks to be predicted with reasonable certainty. Under this contract type, the individual delivery orders specifies a target cost, a target profit, a price ceiling (but not a profit ceiling or floor), and a profit adjustment formula. These elements are all negotiated at the outset. The price ceiling is the maximum that may be paid to the contractor, except for any adjustment under other contract clauses. When the contractor completes performance, the parties negotiate the final cost, and the final price is established by applying the formula.

(d) CPFF delivery orders may be issued when the scope of the effort is sufficient to establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that may not be exceeded without prior approval of the procuring contracting officer. Under this contract type, the individual delivery orders define the scope of work by stating a definite goal or target and a specified end product in which the contractor shall be required to complete and deliver the specified end product within the estimated costs as a condition for payment of the entire fixed fee. The Contractor shall be required to submit specific milestones for the work defined in each individual delivery/task order on an estimated Not-To-Exceed price based on direct labor hours, G&A, overhead, and negotiated fixed fee in order to establish the Total Cost and Fixed Fee price of the order.

(e) T&M line items may be incorporated into a delivery order when it is not possible at the time of placing the delivery order to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. Under this contract type, the Contractor shall be required to submit an estimated Not-To-Exceed price for the line item based on direct labor hours using the appropriate labor rates established in Section B of the delivery order, or as requested by the Contracting Officer. The resulting negotiated estimated amount including material, material-handling fees, if appropriate, and travel costs, as necessary, represents the Total Estimated Not-To-Exceed Ceiling price of the line item. The ceiling price may not be exceeded unless the Contracting Officer issues a modification to the delivery order.

C.13 FIXED –PRICE- INCENTIVE (FIRM TARGET) (FPIF) PLAN FOR PRICE REDETERMINATION

The purpose of this (Firm Target) (FPIF) plan is to provide timelines, and procedures for the final cost negotiation and Price Revision required at the completion of FPIF CLIN work.

The Objective of this plan is to ensure all parties have a full understanding of roles, responsibilities, and requirements ending in a successful negotiation for all stakeholders.

After Government acceptance of the units priced in FPIF CLINs and by the signing of a Department of Defense Form 250 for each article; the Contractor will compile all incurred costs for FPIF CLIN, in accordance FAR Clause 52.216-16, the Contractor shall submit in the format of Table 15-2, FAR 15.408. No later than 90 days after acceptance, this information should be provided to the Government. The Government will be allowed 30 days to review the information. The Government and the Contractor will agree to a date, time, and place for negotiations upon Government's final review. At the end of negotiations, the Government will modify the contract appropriately in keeping with the final negotiated profit, utilizing a bilateral modification to the contract which shall be signed by the contractor and returned within 5 days from receipt. The Government will provide the executed copy to the contractor within 5 days from the date of issuance.

C.14 SECURITY CLASSIFICATION

(a) The work contracted for is related to and is connected with the National Defense. No information relating to the work shall be communicated, transmitted, or disclosed to any person not entitled to receive it. It is anticipated that some of the assigned work will be of a classified nature. Accordingly, it will be necessary for some personnel assigned to work under this contract to have a security clearance of at least SECRET at the ID/IQ contract level.

(b) Although the requirement for a clearance above SECRET is not required for the basic contract award, there may be efforts at the delivery order level that will require a clearance above the SECRET level. Access to information at the delivery order level beyond that which is authorized in the DD Form 254 applicable to this ID/IQ contract will result in a separate, delivery order specific DD Form 254 to be issued by the Government. Additionally, the contractor shall be guided by and safeguard all classified information either generated by or received under the contract in accordance with the DD Form 254, Contract Security Classification Specification, provided as Attachment 2 in Section J.

C.15 LIABILITY INSURANCE

The following types of insurance are required in accordance with the Clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and 52.228-7, "Insurance--Liability to Third Persons" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

C.16 REQUIREMENTS FOR PRIME CONTRACTOR/OR THEIR SUBCONTRACTOR(S) THAT ARE FOREIGN OWNED, FOREIGN CONTROLLED, OR WHO HAVE FOREIGN INFLUENCE.

The Contractor must CLEARLY provide written notification to the Contracting Officer, their intent to subcontract to a subcontractor/s who is Foreign Owned, Foreign Controlled, or who have Foreign Influence or not.

(a) If the Contractor's subcontractor(s)/team is/are foreign owned or foreign controlled or who have foreign influence, the Contractor must identify themselves or their subcontractor(s)/team as such and provide standard form 328 Certificate Pertaining to Foreign Interest or the appropriate State Department documentation SD-2032 and, if required, a Technical Assistance Agreement (TAA) with their proposal submission. If the Contractor fails to provide the 328 and or SD-2032 and, if required, a TAA, the foreign owned or foreign controlled or who have foreign influence subcontractor will not be eligible to receive work on this contract.

(b) All U.S. DOD contractors who are foreign owned, have foreign nationals as part of their company or foreign controlled or foreign influence, the contractors must have the ability to meet the Facility Clearance (FCL) and security requirements of DOD 5220.22M, chg 1 (NISPOM) prior to contract award.

(c) If subcontractor(s)/team is foreign owned or foreign control or have foreign influence, the offeror and/or their subcontractor(s)/team shall demonstrate to the Contracting Officer that they meet the procedures outlined in AFARS 5125.890, DOD 5220.22M, chg 1 (NISPOM) and AR 380-10 and have submitted the compliance documentation to the Government Cognizant Security Office.

(d) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the offeror prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(e) If the Contractor has changes involving foreign ownership, control or influence, the contracting officer with the cognizant security office must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, cognizant security office will consider proposals made by the offeror to avoid or mitigate foreign influences.

(f) The Contractor must require subcontractors to have an existing DOD Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term Contracting Officer means the PEO STRI Contracting Officer. When this clause is included in a subcontract, the term Contractor shall mean Subcontractor and the term contract shall mean subcontract.

The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign owned foreign controlled and foreign influence (FOCI) situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

Section E - Inspection and Acceptance

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
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
1000	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-16	Variation In Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

SPECIFIC CALENDAR DATES WILL BE INCORPORATED IN THE DELIVERY INFORMATION SECTION UPON CONTRACT AWARD

F.1 PERIOD OF PERFORMANCE

The contract shall commence on [[date of ID/IQ contract award](#)] and shall continue for a period of up to 96 months. Ordering period will be specified in the Ordering Clause DFARS 252.216-7006 at time of contract award.

F.2 DELIVERY

Unless specified otherwise by individual delivery orders, all items shall be delivered by the Contractor, F.O.B. Destination, all transportation charges prepaid, to the destinations specified and within the time periods specified in individual delivery orders. The term "delivery" means successful completion of all requirements set forth in the contract, to include manufacturing/installation, inspection and acceptance, as specified. Delivery is considered complete upon execution of an unconditional DD Form 250, Material Inspection and Receiving Report for items requiring submission of a DD Form 250 through the Wide Area Work Flow (WAWF) system, and/or upon receipt of a second endorsement acceptance by the Procuring Contracting Officer on PEO STRI 4330/60, Data Item Transmittal/Acceptance/Rejection Form, Attachment 4, which is provided as an attachment to this contract in section J.

Deliveries and performance of any T&M CLIN efforts shall be in accordance with the requirements specified in individual Delivery Orders.

Section G - Contract Administration Data

PAYMENT INSTRUCTIONS

Payment instructions to provide a methodology for the payment office to assign payments to the appropriate accounting classification citation(s) will be provided in the individual delivery orders as appropriate.

In accordance with DFARS PGI 204.7108 Payment instructions

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract using the table at the link below based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

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

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
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CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

To be filled out and provided in the individual delivery orders

(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.

To be filled out and provided in the individual delivery orders

(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	<u>To be provided in the individual delivery orders</u>
Issue By DoDAAC	<u>To be provided in the individual delivery orders</u>
Admin DoDAAC	<u>To be provided in the individual delivery orders</u>
Inspect By DoDAAC	<u>To be provided in the individual delivery orders</u>
Ship To Code	<u>To be provided in the individual delivery orders</u>
Ship From Code	<u>To be provided in the individual delivery orders</u>
Mark For Code	<u>To be provided in the individual delivery orders</u>
Service Approver (DoDAAC)	<u>To be provided in the individual delivery orders</u>

Service Acceptor (DoDAAC)	<u>To be provided in the individual delivery orders</u>
Accept at Other DoDAAC	<u>To be provided in the individual delivery orders</u>
LPO DoDAAC	<u>To be provided in the individual delivery orders</u>
DCAA Auditor DoDAAC	<u>To be provided in the individual delivery orders</u>
Other DoDAAC(s)	<u>To be provided in the individual delivery orders</u>

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

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

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

NAME	EMAIL ADDRESS	TELEPHONE	TITLE / WAWF ROLE (S)
Daniel Lynch	daniel.a.lynch5.civ@mail.mil	(407) 384-3728	COR/Inspector and Acceptor
Duane St. Peter	duane.a.stpeter.civ@mail.mil	(407) 380-8444	Contracting Officer/Issue By View Only
Jason Holden	jason.n.holden.civ@mail.mil	(407) 208-3312	Contract Specialist/Issue By View Only

(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.

Ron Crowder	ronald.j.crowder.civ@mail.mil	407-208-3032	Group Administrator (GAM), WAWF (primary)
Tom Bunch	thomas.j.bunch.civ@mail.mil	407-384-3792	GAM – WAWF (alternate)

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

(End of clause)

FUNDING TO BE PROVIDED ON DELIVERY ORDERS

All funding for this contract will be provided on the individual delivery orders. Delivery Order 0001 issued concurrent to award of this contract meets the Government’s minimum requirement.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
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
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-3	First Article Approval--Contractor Testing	SEP 1989
52.209-3 Alt II	First Article Approval--Contract Testing (Sep 1989) - Alternate I	SEP 1989
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
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
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
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
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
52.222-29	Notification Of Visa Denial	APR 2015
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
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
52.225-2	Buy American Certificate	MAY 2014
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
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984

52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2012
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
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
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-2	Subcontracts	OCT 2010
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
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.248-1	Value Engineering	OCT 2010
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
52.250-3 Alt I	SAFETY Act Block Designation/Certification (Feb 2009) Alternate I	FEB 2009
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	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
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7028	Over And Above Work	DEC 1991
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7013	Duty-Free Entry--Basic	MAY 2016
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
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

252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments For Foreign Military Sales Acquisitions	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7004	DOD Progress Payment Rates	OCT 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7000	Protection Against Compromising Emanations	JUN 2004
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
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7006	Warranty Tracking of Serialized Items	MAR 2016
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(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 \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$50,000,000.00;

(2) Any order for a combination of items in excess of \$60,000,000.00; or

(3) A series of orders from the same ordering office within 30 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 10 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 24 months from expiration of the basic ID/IQ contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor anytime during the ordering period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (8) eight years.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-O0003) (JAN 2019)

(a) Definition. "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 size standards in this solicitation.

(b) Applicability. This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement.

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;

- (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
- (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [*specific dates to be provided upon contract award; 5 year base ordering period with one 3 year ordering period option*].

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

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

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

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

schedule.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

This Section provides the offerors the Attachments and Exhibits in support of this solicitation. Upon contract award, Attachments 1, 2, 3, 4, 5, and 14 will be incorporated in the contract.

Attachment 1	Basic SOW, SOW-2018-074, Version 1.1 dated October 25, 2019
Attachment 2	DD254
Attachment 3	QASP
Attachment 4	Data Item Transmittal / Acceptance / Rejection Form
Attachment 5	Delivery Order Procedures / Work Request Procedures
Attachment 6.0	Delivery Order 0001 Sec B-J CMS
Attachment 6.1	DO 0001 SOW
Attachment 6.2	DO 0001 SPEC
Attachment 6.3	DO 0001 CDRL Report
Attachment 6.4	DO 0001 - 0002 Cost/Price Electronic Workbook
Attachment 7.0	Delivery Order 0002 Sec B-J CFTD
Attachment 7.1	DO 0002 SOW
Attachment 7.2	DO 0002 SPEC
Attachment 7.3	DO 0002 SPEC Appendix A
Attachment 7.4	DO 0002 CDRL Report
Attachment 8	Requirements Matrix
Attachment 9	Past Performance Questionnaire
Attachment 10	Industry Question/Comment Form
Attachment 11	SF1408a
Attachment 12	DCAA Preaward Survey Checklist
Attachment 13	Instructions for Document Access
Attachment 14	Government Rights for CDRLs

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.234-3	Notice of Earned Value Management System - Postaward Integrated Baseline Review	NOV 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.234-7001	Notice of Earned Value Management System	APR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333318.

(2) The small business size standard is 1,000.

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

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

(2) If the provision at 52.204-7, 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 (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

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

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

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

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

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer checked as appropriate below.]

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

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

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Offeror to fill in table as applicable

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or

obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Representation. The Offeror represents that--

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer--

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the

offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: ____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ____ Name and Address of Cognizant ACO or Federal Official Where Filed: ____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

(☐) yes(☐) no

(End of Provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

(☐) Yes (☐) No

If the offeror checked ``Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

X (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

____ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

____ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

____ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished			Name of Person Asserting
With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
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
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-20 Alt IV	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data (Oct 2010) - Alternate IV	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single Source ID/IQ contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Mr. Duane St. Peter, US Army Contracting Command (ACC) Orlando, 12211 Science Drive, Orlando FL 32826-3224.

In accordance with AFARS 5133.103(d)(4)(i), protests requesting an independent review at a level above the Contracting Officer will be handled by HQ AMC. Protests to HQ AMC shall be filed at:

Headquarters U.S. Army Materiel Command Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Department of Defense FAR 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)

SECTION L**Submission Instructions****L.0.0 INTRODUCTION**

L.0.1 The following information contains instructions for bidder responses to the Special Operations Forces Aviation Systems Trainers – Enhancements II (SOFAST-E II) solicitation W900KK-20-R-0013.

L.0.2 The SOFAST-E II requirement is a Small Business Set-Aside, to be competed among Small Businesses qualifying under NAICS 333318, with a size standard of 1,000. The SOFAST-E II technical requirements and the details for the IDIQ contract, and Delivery Orders 0001-0002 are defined within section J of this solicitation.

L.0.3 The Government is not responsible for nor will the Government pay any portion of the costs associated with the development of the offeror's written proposal.

L.1.0 WRITTEN PROPOSAL

L.1.1 The offeror's written proposal will be comprised of (1) Factor 1, Program Execution, Factor 2, Simulation Modification and Factor 3, Simulation Manufacturing; (2) Written information for Factor 4, Past Performance, and Factor 5, Cost/Price; and (3) Administrative Information. In preparing the written proposal, each offeror is encouraged to focus on their unique ideas and solutions to satisfying the Government requirements.

L.1.2 The POCs for this solicitation are identified below:

Primary

Jason N. Holden
Contract Specialist

Phone: 407-208-3312
E-mail: jason.n.holden.civ@mail.mil
ACC-ORL-OPB,
U.S. Army Contracting Command - Orlando
12211 Science Drive
Orlando, FL 32826-3224

Secondary

Justin R. Mauser
Contract Specialist
Phone: 407-208-3398
E-mail: justin.r.mauser.civ@mail.mil
ACC-ORL-OPB,
U.S. Army Contracting Command - Orlando
12211 Science Drive
Orlando, FL 32826-3224

Alternate

Duane St. Peter
Procuring Contracting Officer (PCO)
Phone: 407-380-8444
Email: duane.a.stpeter.civ@mail.mil
ACC-ORL-OPB
U.S. Army Contracting Command - Orlando
12211 Science Drive
Orlando, FL 32826-3224

L.1.3 All proposals must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements and associated risks. The offeror is able and willing to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements. Mere reiteration of the requirement or standard reference material is unacceptable. It is the responsibility of the offeror to present enough information to be meaningfully evaluated by the Government without discussions. In presenting material in this proposal, offerors are advised that quality of information is more important than quantity.

L.1.4 Any data previously submitted in response to another solicitation, whether submitted to the Program Executive Office for Simulation, Training and Instrumentation (PEO STRI), Army Contracting Command (ACC) Orlando or another agency, should be assumed to be unavailable during this source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source.

L.1.5 Elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are neither necessary nor desired.

L.1.6 The paper and digital copy quantities are detailed in section L.3.0, Table L-1. If a discrepancy exists between the paper copy of the proposal and the digital (CD/DVD) copy, the digital (CD/DVD) copy will take precedence.

L.1.7 In accordance with FAR Subpart 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to make award without discussions. However, the Government reserves the right to conduct discussions at the sole discretion of the Contracting Officer. The Government will evaluate all proposals in accordance with the solicitation evaluation criteria, and if discussions are to be conducted, establish a competitive range comprised of all of the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors and subfactors. If discussions are held, they will be conducted in accordance with FAR 15.306.

After evaluating all proposals in accordance with FAR Subpart 15.305(a), the PCO may also determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the

number at which efficient competition can be conducted. Offerors are therefore advised that the PCO, for purposes of efficiency, may also limit the number of competitive range offerors, at their sole discretion.

L.1.8 Files shall not contain classified information.

L.1.9 Offerors shall not make any changes to the solicitation. Any objections to the terms and conditions of the solicitation should be addressed to the PCO prior to submission of the proposal by filling out the Industry Question/Comment Form (Section J, Attachment 10) provided with this solicitation.

L.1.10 Features or capabilities proposed by the offeror which exceed the requirements of this solicitation will be incorporated into the awardee's contract award.

L.2.0 PROPOSAL DELIVERY/FORMAT/CONTENT REQUIREMENTS

L.2.1 Proposal Volumes (I-VI) are due by **4:00PM Eastern on December 16, 2019** to the POCs listed in paragraph L.1.2 above. All proposals submitted must be in compliance with the full solicitation. It is the Prime offeror's responsibility to ensure that the entire proposal (to include any separate Subcontractor Cost/Price submissions) is submitted prior to the proposal due date and time. Subcontractor Cost/Price proposals submitted separately are considered part of the Prime offeror's proposal. If Subcontractor Cost/Price Proposals are submitted separately directly to the POCs and are late, the entire proposal will be considered late.

L.2.2 The Government does not authorize submission of telegraphic or facsimile offers for this solicitation. Offerors shall mark the outside shipping container with the solicitation number, W900KK-20-R-0013. Offerors shall mail or hand-carry the hard copy and digital copies (CD/DVD) of the proposal to the primary and alternate POCs identified in paragraph L.1.2.

L.2.3 If the offeror hand-carries the proposal and/or any final proposal revision (as applicable), the offeror shall notify the POCs by email or phone at least 24 hours in advance of the intent to hand deliver the proposal. The email must include the name of the organization, along with the name and phone number of the individual delivering the proposal in order to arrange delivery.

L.2.4 For a hand-carried proposal, the offeror shall obtain a Proposal Receipt Form from the POC. The POC will annotate the date and time of proposal receipt, the number of boxes received and will sign in the "Signature of POC" portion of the form. The POC will also provide a copy of the Proposal Receipt Form to the offeror. The POC's signature only denotes the receipt of the proposal; she/he is not responsible for the proposal delivery content or condition.

L.2.5 Electronic File Packaging. Offerors shall submit each proposal volume on a separate CD/DVD (number of electronic copies identified within L.3.0). CD/DVDs shall be appropriately marked with (1) offerors' Name and Address, (2) Solicitation Number, (3) Volume Title, and (4) offerors' Proposal Reference Number and (5) distribution restrictions. All files on each CD/DVD shall be directly supported by Microsoft Office (MS) 2013, and verified to be free of any virus or malware. Data submitted in spreadsheet/workbook format shall be readable by MS Excel 2013. All files shall be clearly identified with a filename appropriate to the content (e.g., Volume II Technical Appendix-A). Please note, self-extracting ".exe" files are not acceptable. Note: Offerors may submit back-up documentation (e.g. letters of commitment, DCAA and/or DCMA rate agreements and vendor quotes), not available in a compatible MS Office 2013 format, in Adobe Acrobat (pdf.) file format.

L.2.6 All volumes of the paper copy shall be submitted in standard size 3-ring binders that will facilitate the insertion of change pages and additional information provided during the source selection process. A paper copy of Attachment 6.4 Cost/Price Workbooks shall not be submitted as part of the Hard Copy due to the overall size.

L.2.7 The proposal shall use no smaller than industry standard word processor 12-point proportional font utilizing Times New Roman or Arial font. If both sides of sheets of paper are used, each sheet will be counted as two pages. Volumes shall be printed on 8-1/2 x 11-inch paper. Tables or figures may be printed on fold out sheets, which will be counted as one page and shall not exceed 11 x 17 inches. Font size for tables and figures shall be no smaller than

8-point. If proposal volumes/sections exceed the limitations set forth herein, excess text will be removed from the back of that volume/section and not evaluated. Use at least 1-inch margins on the top, bottom, left, and right side margins. Pages shall be numbered sequentially by volume and marked with the offeror's name and any applicable data use restrictions as specified in FAR Subpart 52.215-1(e).

L.2.8 All information shall be confined to the appropriate volume. Pricing information shall not be included in any volume other than Volume V, Cost / Price. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal shall consist of a Table of Contents which does not count against the maximum number of pages. Additionally, Lists of Figures and/or Lists of Tables accompanying the Table of Contents as well as Lists of Acronyms do not count against the maximum number of pages. Proprietary information shall be clearly marked. Additionally, in accordance with FAR 3.104-4(c); "Individuals responsible for preparing material that may be source selection information as described at paragraph (10) of the "source selection information" definition in 2.101 must mark the cover page and each page that the individual believes contains source selection information with the legend "Source Selection Information-See FAR 2.101 and 3.104."

L.2.9 OFFERORS ARE HEREBY ON NOTICE THAT A FAILURE TO SUBMIT ALL THE REQUIRED DOCUMENTATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) SPECIFIED IN THE SOLICITATION MAY CONSTITUTE A BASIS FOR THE GOVERNMENT TO REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE UNACCEPTABLE AT THE SOLE DISCRETION OF THE SOURCE SELECTION AUTHORITY.

Furthermore, should an offeror indicate in its proposal that it cannot or will not meet any contract requirement; provide an approach that clearly does not meet any contract requirement; or include data which prompts the Government to question the offeror's compliance with any contract requirement, the Government may determine at its discretion that the offeror's proposal is non-compliant and therefore ineligible for award.

L.2.10 Following the release of the Final solicitation, offerors shall submit questions to the POC identified in paragraph L.1.2 by electronic mail (e-mail) with the solicitation number in the subject line. Questions to the Final solicitation are due not later than **12:00PM Eastern on November 12, 2019**. Each question shall be submitted on an individual basis utilizing the SOFAST-E II Industry Question/Comment Form (Section J, Attachment 10) provided with this Final solicitation. The Government will address questions via the Federal Business Opportunities (FedBizOpps) website. Answers will be posted, without offeror identification. The Government will not provide responses to questions that would reveal a potential's offeror's confidential business strategy, technical solution or any information that is considered unique to a particular offeror.

L.2.11 Award Date. The Government anticipates an award on September 28, 2020. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations. The contractor is not entitled to an equitable adjustment in contract price in the event the Government awards the contract before or after the specified award date.

L.3.0 Proposal Volumes The proposal must consist of Volumes I through VI, as follows:

Volume I	Factor 1 Program Execution
Volume II	Factor 2 Simulation Modification
Volume III	Factor 3 Simulation Manufacturing
Volume IV	Factor 4 Past Performance
Volume V	Factor 5 Cost/Price
Volume VI	Administrative Information

Table L-1

VOLUME	TITLE	COPIES	LIMITS
I	Factor 1 Program Execution	1 Hard Copy 2 Digital Copies	Volume I – Program Execution: 35 total pages
II	Factor 2 Simulation Modification	1 Hard Copy 2 Digital Copies	Volume II – Simulation Modification: 50 total pages
III	Factor 3 Simulation Manufacturing	1 Hard Copy 2 Digital Copies	Volume III – Simulation Manufacturing: 50 total pages
IV	Factor 4 Past Performance	1 Hard Copy 2 Digital Copies	Volume IV – Unlimited
V	Factor 5 Cost/Price	2 Digital Copies	Volume V – Unlimited
VI	Administrative Information	1 Hard Copy 2 Digital Copies	Volume VI – Unlimited

Note: The papers shall have page numbers and include a cover sheet, proprietary data sheet, and table of contents. **The paper's cover sheet, proprietary data sheet, and table of contents are excluded from the page limitations detailed in Table L-1.**

L.3.1 Pricing information shall not be included in any volume other than Volume V Cost / Price. Page Count: Those pages that exceed the page counts in the Table L-1 above for each volume and/or individual paper or presentation will not be evaluated. If there are more pages than specified above, the additional pages will be removed from the back of the particular volume and/or individual paper and will not be evaluated.

L.4.0 VOLUME I – FACTOR 1 – PROGRAM EXECUTION

The offeror shall prepare and submit a standalone Program Execution Volume in accordance with the following criteria:

The offeror shall describe the expertise of their key personnel. The offeror shall describe their understanding of Program Risks, Technical Risks, and Cybersecurity Risks to the program and how they will manage them. The offeror shall describe their teaming approach and the team members' influence on program execution. Binding Teaming agreements will be provided in an annex, and will not affect page count. The offeror shall describe their approach to engage with key stakeholders in collaboration with Government Program Management Office. The offeror shall describe their expertise and approach to System Configuration Management Process with rapid software/hardware baseline changes, incorporating subsystems interfaces, and correlating supporting documentation across various baselines. The offeror shall describe their capability to handle GFE/GFI and their process using the digital integrated environment for modification, review, and delivery. The offeror shall describe their approach to handling potentially incomplete, delayed, defective GFE/GFI, and missing information/components that cannot be provided as GFE/GFI. The offeror shall describe their manufacturing capabilities and bandwidth, including their proposed approach to surge for potentially simultaneous delivery orders, as well as upgrade/modification experience of flight simulation systems. The offeror shall describe their experience and ability to field products at different locations, potentially simultaneously, including FMS efforts. The offeror shall describe their approach and expertise with crew training systems and maintenance training systems.

L.5.0 VOLUME II – FACTOR 2 – SIMULATION MODIFICATION

The offeror shall prepare and submit a standalone Simulation Modification Volume in accordance with the following criteria:

The offeror shall describe their capability to conduct upgrades and modifications to Combat Missions Simulators and Flight Training Devices as well as peripheral systems. The offeror shall provide a detailed Integrated Master Schedule of Delivery Order 0001. The offeror shall describe their approach to minimize schedule impacts to training systems. The offeror shall demonstrate their understanding and approach to address the risks associated with upgrading fielded flight simulators in parallel with aircraft upgrades. The offeror shall describe their utilization of the System Integration Lab for upgrades and modifications. The offeror shall describe their expertise and process for cybersecurity throughout the modification process. The offeror shall describe their test expertise and approach, specifically in flight training systems, working with multiple systems and subsystems. The offeror shall describe their capability to integrate stimulated cockpit systems, complex visual systems, and supporting simulation systems. The offeror shall describe their capability to interoperate simulation devices, peripheral training equipment, and external simulation from external stakeholders.

L.6.0 VOLUME III – FACTOR 3 – SIMULATION MANUFACTURING

The offeror shall prepare and submit a standalone Simulation Manufacturing Volume in accordance with the following criteria:

The offeror shall describe their capability manufacture flight training devices with complex systems and subsystems using stimulated aircraft components. The offeror shall provide a detailed Integrated Master Schedule of Delivery Order 0002. The offeror shall describe their capability and approach to cybersecurity management throughout the supply chain. The offeror shall describe their manufacturing process and anticipated risks of producing flight simulators in parallel with aircraft fielding. The offeror shall describe their process for foreign disclosure of systems and subsystems for delivery to FMS customer. The offeror shall describe their approach and anticipated visual system risks and tradeoff process to deliver complex visual systems that achieve training goals. The offeror shall describe their approach for a crew member station.

L.7.0 VOLUME IV – FACTOR 4 – PAST PERFORMANCE

Offerors shall submit five (5)* Government and/or commercial contracts for the prime and major subcontractors, in performance or awarded, during the past 3 years, from the issue date of this solicitation, which are relevant to the efforts required by this solicitation. Areas of relevancy include past performance (within the past 3 years) that is similar to cost, schedule, and performance requirements on programs in the context of SOFAST-E II efforts which includes tasks such as: 1. Flight simulator manufacture, development, and modification; 2. Flight visual system integration; 3. Integration of stimulated avionics components into flight simulators; 4. Integration of computer generated forces into flight training systems; 5. Cyber Security Management of complex flight simulators.

***Offerors are limited to a total of 5 contracts combined.**

Contract data concerning the prime offeror shall be provided first, followed by any major subcontractors, in alphabetical order. At least one (1) relevant contract shall be submitted for at least one major subcontractor if applicable. A major subcontractor for the purpose of Past Performance is defined as one who will be providing critical hardware/services or whose subcontracts are estimated to be cumulatively more than 10% of the total contract value over the life of the SOFAST-E II contract. The Government is not limited to Past Performance information submitted by offerors in conducting Past Performance evaluations. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available.

This volume shall be organized into the following sections:

L.7.1 Section 1 – Contract Descriptions

This section shall include the following information in the following format:

- a. Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name and prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- b. Government contracting activity or Commercial entity, and current address, Procuring Contracting Officer or Contract Manager's name, e-mail address, telephone and fax numbers.
- c. Government or Commercial entity's technical representative/COR, and current e-mail address, telephone and fax numbers.
- d. Government contract administration activity and the Administrative Contracting Officer's name, address and current email address, telephone and fax numbers, as applicable.
- e. Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts and Blanket Purchase Agreements, include Delivery Order numbers.
- f. Contract Type (specific type such as Firm-Fixed Price (FFP), Cost Reimbursement (CR), Time and Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, CR, T&M, etc.)).
- g. Awarded price/cost.
- h. Final or projected final price/cost.
- i. Original Delivery schedule, including dates of start and completion of work.
- j. Final or projected final, delivery schedule, including dates of start and completion of work.

L.7.2 Section 2 – Performance

Offerors shall provide a specific narrative explanation of the contracts listed in Section 1 (L.5.1) describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All requests for deviation and requests for waiver shall be addressed with respect to causes and corrective actions. The offerors shall also provide a copy of any Cure Notices or Show Cause letters received on each contract listed and a description of any corrective action implemented by the offeror or proposed subcontractor. The offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

L.7.3 Section 3 – Subcontracts

Offerors shall provide an outline of how the effort required by the solicitation will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS number and type of work to be performed by citing the applicable Government SOW subparagraph number. This section shall also include written consent of major subcontractors to allow the disclosure of their subcontractor's past performance information to the offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered.

L.7.4 Section 4 – New Corporate Entities

New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

L.7.5 Past Performance Questionnaire

For all contracts identified in Section 1 (L.5.1), Past Performance Questionnaires must be completed and submitted. A Past Performance Questionnaire is provided as Attachment 9 to the solicitation. The offeror shall complete Part I of the Past Performance Questionnaire and email it to both the cognizant Program Manager and PCO of the

Government Agency or commercial entity representative responsible for the past/current contract. Any questionnaires submitted by other than the Government Agency or commercial entity will not be considered. The individuals shall be instructed to electronically complete Part II and III of the questionnaire and email the entire questionnaire to the primary solicitation POCs identified in Paragraph L.1.2 by the established proposal due date. Questionnaires received late may be accepted and reviewed at the discretion of the PCO, if he/she determines that it will not cause an undue delay to the procurement process. Questionnaires that are return late that the PCO determines will not be reviewed and questionnaires that are not returned at all, will not be evaluated favorably or unfavorably on the past performance evaluation. The offeror shall also email to the solicitation primary POC a list of all the individuals who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The list shall be submitted in MS Word for Windows, Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency or commercial entity; POC Last Name, First Name; POC Title; POC telephone number; POC email address; Date emailed to POC (month/day). The Government reserves the right to send additional questionnaires as necessary or contact individuals identified by the offeror that have not completed or submitted questionnaires for evaluation.

The offeror is to advise the reporting Government Agency or commercial entity that the completed questionnaire is to be considered source selection sensitive in accordance with FAR 3.104.

L.8.0 VOLUME V – FACTOR 5 – COST/PRICE

L.8.1 General:

FAILURE TO PROVIDE ALL OF THE INFORMATION REQUIRED BY THESE INSTRUCTIONS TO OFFERORS MAY BE CAUSE FOR REJECTION OF THE PROPOSAL. Information that is provided but determined to be insufficient to adequately evaluate the offeror's proposed cost may result in an adverse assessment of an offeror's proposal and reduce or eliminate its chance of being selected for award. Under these circumstances, the offeror bears full responsibility for any adverse evaluation impact which may result from its failure to furnish cost information required by the solicitation.

All information shall be confined to the appropriate volume. Pricing information shall not be included in any volume other than the Cost/Price Volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal.

The Cost/Price Volume will consist of both Microsoft Excel and Word files and shall be compatible with Microsoft Office 2013. The volume shall include an Excel model showing computation of the buildup of total proposed costs by cost element, in both total and by CLIN. All Excel files must be editable and executable by the Government evaluators, clearly showing the calculations and formulas used in each cell. There shall be no hidden formulas or protected cells. Spreadsheets shall show the formulas used to calculate the rates/factors for each entry and shall not be included as an un-executable, un-editable or flat file such as an embedded picture (Enhanced Metafile). Mathematical explanations shall be provided for any embedded macro/extended formula utilized, clearly describing the functioning of the macro or extended formula. Each build-up of costs must be able to be traced back to the source data used to make the calculation. All information relating to pricing must be included in this section of the proposal and defined as pricing data. This volume shall stand alone in supporting the Offeror's approach to reasonableness and completeness of the overall price for this effort. Under no circumstances shall pricing data be included elsewhere in the proposal.

All submissions of Cost/Price shall be submitted using a DVD/CD-ROM. No paper copies will be accepted. Please note – Self extracting exe files are not acceptable. All files on each DVD/CD-ROM shall be free of any virus or malware. Files shall not contain classified information. Files shall not be password protected and all cell formulas and cell references shall be intact and the worksheet shall be unprotected, not locked. Offerors shall not submit unstructured "flat files" where calculations are not supported by rate tables or formulas.

It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the Offeror is not required to provide certified cost/pricing data with its proposal. If, after receipt of the

proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with Pursuant to FAR 15.403-1, if requested the Offeror shall provide certified cost/pricing data as requested by the Contracting Officer.

Offerors are required to price Delivery Order's 0001 and 0002 separately.

The content for the cost/price proposal shall include all of the following information. If a particular element is not applicable, then the offeror shall state why.

- Index
- General Information and Executive Summary
- Uncompensated Overtime Information
- Status of Systems
- Direct Labor Rates (for cost CLINs)
- Indirect Rates (for cost CLINs)
- Materials (for cost CLINs)
- Joint Ventures and Subcontracting Limitations
- Subcontractor Costs
- Travel (for cost CLINs)
- ODCs (for cost CLINs)
- Profit/Fee
- Facilities Capital Cost of Money
- Compensation Plan

Index: Include an index showing title and proposal page number.

L.8.2 Contractor Business Systems:

The Offeror shall establish and maintain acceptable business systems in accordance with DFARS 252.242-7005 Contractor Business System. The Offeror shall submit contact information (name, telephone number and email address) for their cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) and cognizant Defense Contract Audit Agency (DCAA) supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify their cognizant federal agency or agencies (and include the individual contact information). The Offeror shall submit a copy of the most recent ACO letter regarding the status of their applicable Business Systems. If any of the Offeror's business systems were disapproved or deemed to be not adequate, the Offeror will identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action(s) have been implemented. If any of the Offeror's business systems have never been audited by their cognizant federal audit agency, the Offeror shall so state.

If the Offeror does not have an approved accounting system, the Offeror shall complete SF1408 - Pre-award Survey of Prospective Contractor Accounting System Checklist and a DCAA Pre-award Survey of Prospective Contractor Accounting System Checklist and return these documents as part of the Cost/Price Volume of the proposal.

1. Mark "X" in the appropriate column.
2. On Page 2 provide a narrative describing how the current accounting system supports your response to each item.

L.8.3 Unbalanced Pricing:

Offerors shall avoid presenting unbalanced pricing information. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more cost elements is significantly overstated or understated. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The Offeror shall include a statement acknowledging their understanding of unbalanced pricing and provide a basis if such pricing exist in the proposal.

The Government may utilize comparable cost information from other sources for purposes of completing its evaluation.

L.8.4 Cost Price Adequacy Checklist:

Although competition is expected and as a result certified cost and pricing data will not be required, the Offeror shall complete and comply with all items in the Cost Proposal Adequacy Checklist (DFARS 252.215-7009) and provide with their proposal as appendix A to the Offeror's Price Volume.

L.8.5 Subcontracts:

The Offeror will provide support for any subcontract costs included in the costs proposed. In accordance with FAR 15.404-3(b), the prime contractor shall provide documentation to support the cost or price analysis performed along with the original analysis performed by the prime Offeror for each subcontractor in order to determine reasonableness of the proposed subcontract pricing. In regards to subcontracts to secure proprietary data from the originator of specific engineering required for this effort, the Offeror needs to provide support that these subcontracts have been negotiated and signed in their proposal.

Cost information submitted shall be for the prime contractor and each proposed major and non-major subcontractor/team member, unless otherwise indicated. Each major subcontractor in excess of \$2,000,000 shall submit cost/pricing at the same level of detail as the prime. If at any time during the cost/price evaluation the prime offeror is required to submit "Cost and Pricing Data" whether certified or not, then all subcontractors with a proposed price in excess of \$2,000,000 shall also submit "Cost and Pricing Data" at the same level of detail as required by the prime.

A major subcontractor is defined in Class Deviation 2018-00015 as any subcontractor supporting this effort with a cost of \$2,000,000 or more. All Offerors shall conduct cost or price analysis to establish the reasonableness of any proposed subcontract pricing in accordance with FAR 15.404-3(b) that meet or exceed the \$2,000,000 threshold. The prime Offeror shall include the results of these subcontract analyses in their prime proposal.

Detailed subcontractor/team member cost information containing proprietary rates and factors for individual cost elements may be submitted directly to the Government. However, if a subcontractor chooses to submit their cost/pricing proposal separate from the prime, the subcontractor must still meet the submission deadlines outlined in this solicitation. The submission of proposal information to the Government direct from the subcontractor does not exempt the prime Offeror from completing and submitting their cost/price analysis for each subcontractor over the \$2,000,000 threshold.

L.8.6 Breakout of Costs for Cost CLINs:

DO 0001: CLIN 0004 Travel

DO 0002: CLIN 0003 Travel

All Offerors shall provide documentation to support the travel costs proposed.

Not to exceed amounts will be provided for the following cost reimbursable line items:

DO 0001: CLIN 0002 Emerging Requirements and CLIN 0003 Spares

Direct Labor Rates: The offeror and each subcontractor/team member (where proposed costs are \$2,000,000.00 or more) shall provide the information described below for proposed direct labor rates for the solicitation specified labor categories. The level of detail and clarity of the information provided will have a direct reflection on the evaluator's ability to adequately understand and assess the offeror's proposal. Labor rates shall be proposed for on-site (Government-site) and off-site (contractor site) locations.

a. **Basis of Estimate:** The offeror shall specify the basis of estimated direct labor rates for the labor categories it is proposed to perform. The offeror shall provide sufficient information for the Government to fully understand how the rates proposed were compiled. The rates proposed shall be on a contract year basis.

b. Provide rate build-up information for all proposed direct labor rates in the workbook provided as Attachment 6.4 and described in section L.8.12. If derivative rates/factors were utilized in the development of rates, discuss how they were developed and applied.

c. Disclose whether the rates are based on a Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR). If not, identify what the rates are based on and if the rates have been audited by DCAA. If the rates are not based upon a FPRR or FPRA, then submit the last three (3) years of actual rates to include the base labor rates and the fully burdened labor rates.

d. Identify the escalation applied to direct labor rates throughout the ordering period and discuss the basis for the selected escalation factor(s). Describe the method by which the escalation factor(s) were applied to proposed labor rates. Offerors are advised that failure to escalate direct labor rates may be determined unrealistic and deemed a significant proposal risk.

e. Discuss any proposed direct labor rates that may appear significantly higher or lower than the normal industry compensation for the same or similar categories of labor, identifying what incentive(s) the offeror will provide to ensure sufficiently qualified personnel are obtained and retained.

Indirect Rates: The offeror and each subcontractor/team member shall provide the following information on proposed indirect rates applied to direct labor, travel, and other direct costs. The rates proposed shall be on a contract year basis. The offeror shall clearly explain the basis and application of the proposed rates, as well as discuss the basis for any changes in rates from year-to-year or between on-site and off-site locations.

a. Disclose whether the rates are based on a FPRA or FPRR. If so, include a copy of the agreement or recommendation in your proposal.

b. State whether the Offeror is subject to CASB Disclosure Statement and/or whether CAS Compliance is required. If exempt, state why. For CAS covered contracts, include a copy of the offeror's most recent approved Disclosure Statement. The offeror shall disclose any CAS violations and the status of the violation review/remediation. Offerors that do not have an approved purchasing system must comply with 52.244-2, Subcontracts.

c. Offerors who do not have a Government-approved direct and/or indirect Forward Pricing Rate Agreement (FPRA) (no older than one year) or only have provisional billing rates must provide:

1) Detailed historical background data indicating all of the cost elements proposed against this effort included in the applicable pool and a statement that such treatment is in accordance with the company's established accounting practice. Offeror will identify the start and end of their fiscal year and the allocation/application base for each rate to be proposed.

2) Offeror shall submit a narrative statement outlining the Offeror's policies and practices for accumulating overhead costs and the method used to compute the proposed rate or rates. Offerors shall provide their base, pool and calculated actual rates for the last three (3) fiscal years and current fiscal year to date. Offeror shall provide (2-year minimum) historical and projected sales.

3) Offerors shall provide a list of all expenses segregated by Overhead, G&A payroll, etc. along with the associated supporting documentation. Costs shall be summarized in order that the application of the indirect rate can be easily understood. Offerors shall also provide a list of their unallowable expenses. Indirect expense rates shall be proposed in the same manner as direct labor rates, i.e., by contract year with the methodology used to derive any composite rates proposed.

Materials: Provide a consolidated priced list of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.) Provide a cost breakdown of the hardware costs broken down by item description, unit cost, quantity, total price, and source for all hardware proposed. Include all software packages, licenses and hardware that are required to meet the requirements of the solicitation. Include all associated software, licenses and/or hardware costs that are required to operate the system. Discuss all software maintenance and support costs. Discuss warranties if applicable. Provide a detailed priced summary of individual software, hardware and software license costs comprised of up-front and recurring costs (monthly or annually). Provide a priced summary of the individual software costs broken into unique categories such as new development, reuse, commercial off the shelf, modified code, etc. Provide a detailed cost breakdown of the proposed software license costs to include the cost of the license, how long the license will be in effect, number of users of the system, who owns the software rights, maintenance and support fees, installation and

setup costs/fees, data migration costs/fees, customization/configuration costs/fees, training costs/fees, subscription costs/fees. List any third-party consultants and other ancillary fees. Provide a clearly described, detailed basis of estimate along with supporting documentation to support all material costs proposed.

L.8.7 Subcontractor Costs:

As previously stated, proposed cost information for major sub-contractors shall be furnished in the same format and level of detail as prescribed for the prime Offeror described in the first paragraph of the Cost/Price section above. Additionally, the Offeror shall submit the following information for all subcontractor's over the previously discussed \$2,000,000 threshold:

- a. A description of the items to be furnished by the subcontractor;
- b. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained;
- c. The proposed subcontract price, the Offeror's cost or price analysis thereof in accordance with FAR 15-404-3(b), and performance/delivery schedule, and;
- d. Identification of the type of subcontract to be used (FFP, CPFF, etc.).
- e. Sub-contractor costs shall be delineated by cost element (labor, indirect, material, etc.) and CLIN.
- f. Subcontractor pass through costs. In this section, the offeror shall identify its pass-through rate to be applied to all subcontract effort in task orders issued under the resultant contract. The offeror shall further disclose the specific elements/factors that form the basis for the proposed pass-through rate.

L.8.8 Joint Ventures and Subcontracting Limitations:

The Offeror shall state whether the Prime contractor roles are a single prime contractor, a formal joint venture (JV), or an informal JV. For purposes of this solicitation, the following definitions apply:

- a. Joint Venture - an entity formed to engage in and carry out a specific business venture for joint profit.
- b. Formal Joint Venture – a joint venture that has been formed as a separate legal entity, based upon a written legal agreement between all partners and will perform the contractual effort with its own separate employees (i.e., is populated) or with each of the individual entities' own separate employees (i.e., is unpopulated).
- c. Informal Joint Venture – a joint venture that merely exists through a written agreement between two or more individual business entities and will perform the contractual effort with each of the individual entities' own separate employees (i.e., is unpopulated).

Note: If the proposal is submitted by a Joint Venture, then the offeror is required to submit a completed DCMA Form 1620 – Guaranty Agreement as part of the Price Volume.

L.8.9 Travel and Other Direct Costs (ODC):

The offeror and each subcontractor/team member shall provide the following information on proposed travel and ODC costs. The costs proposed shall be on a contract year/CLIN basis. The offeror shall clearly explain the basis and application of the proposed costs, as well as discuss the basis for any changes in costs from year-to-year or between on-site and off-site locations.

L.8.10 Profit/Fee:

Identify the profit percentage for FFP CLINs. For CPFF CLINs provide rationale for overall fixed fee proposed, both as a percentage of the total cost and expressed in monetary terms and discuss the basis thereof. Discuss how the proposed fixed fee or fixed fee rate was applied to labor category rates, and how profit/fee is allocated to subcontractor/team member costs/rates. Note that Profit/Fee cannot be applied to travel costs. For FPIF identify the "Firm Target" profit percentage and provide rationale for rate proposed. Discuss how the proposed FPIF profit rate was applied to labor category rates, and how profit is allocated to subcontractor/team member costs/rates.

L.8.11 Compensation Plan:

Offerors shall submit a single, comprehensive Total Compensation Plan, in MS Word and/or Excel format, setting forth base salaries separated by fringe benefits proposed for the professional employees who will work under the contract in accordance with Federal Acquisition Regulation (FAR) 52.222-46. The Total Compensation Plan shall include details regarding the prime contractor, sub-contractors, and joint venture partners as applicable.

The Offeror shall describe the methodology to be employed by the Offeror to recruit, retain, and develop personnel with the requisite knowledge, skills, education, experience and clearances to ensure successful accomplishment of the PWS and individual delivery/task order requirements.

Offerors shall provide the assumptions used in developing the Total Compensation Plan and explain the market research and indicators used to validate these assumptions in developing its Total Compensation Plan. The Offeror shall provide sufficient information to enable the Government to evaluate that the plan reflects a sound management approach and understanding of the contract requirements.

L.8.12 Cost/Price Workbook (Attachment 6.4)

Each prime and major subcontractor/team member shall submit with their proposal a Cost/Price Workbook, Attachment 6.4, as discussed below.

a. Attachment 6.4 will capture labor rates along with their escalations over the PoP. Proposed fully burdened labor rates along with their escalations will be binding for the life of this contract. Each future delivery/task order shall be based upon these binding base labor rates and their corresponding escalation factors. However, at the discretion of the Contracting Officer, labor rates may be adjusted or re-negotiated due to unforeseeable factors.

b. The following TABs are found in the Attachment 6.4 spreadsheet. All Tabs shall be filled out.

i. Tab 6.4a Cost Inputs by CLIN: This Tab shall be used to input proposed unit price/costs for each CLIN for both Delivery Orders 0001 and 0002.

ii. Tab 6.4b Rate Schedule: This Tab shall include the indirect rates being applied to compute the fully burdened labor rates for each year of the contract. All major subcontractors (> \$2M) are required to submit Attachment 6.4 separately from the prime. Information that is provided but determined to be insufficient may result in an adverse assessment of an offeror's proposal.

iii. Tab 6.4c Rate Build up Table: This Tab shall list all proposed labor categories for each year of the contract and shall demonstrate the buildup of each fully burdened rate by indirect rate element. The proposed fully burdened labor rates less profit or fee will be incorporated into the contract for use as ceiling rates and T&M labor rates will be derived from the proposed labor categories and labor rates provided to be incorporated into Section B of the basic ID/IQ at time of award.

iv. Tab 6.4d Labor Detail Matrix: This Tab shall be populated with the offeror's labor categories and descriptions necessary for successful performance of DO 0001, DO 0002 and all potential future orders in accordance with the Base PWS, DO 0001 PWS and DO 0002 PWS.

v. Tab 6.4e Fixed Price Incentive (Frim): This Tab shall be populated with the offeror's proposed profit rate for FPIF CLIN 0001 MH-47-1 CMS Upgrade for DO 0001.

vi. Tab 6.4f Milestone Payment Schedule: This Tab shall be populated with the offeror's proposed percentage or designated dollar amount from the delivery payment in accordance with the event tables for DO 0001 and 0002 and in accordance with FAR 32.10 – Performance-Based Payments.

L.9.0 VOLUME VI ADMINSTRATIVE INFORMATION

L.9.1 Standard Form 33

The offeror shall provide a completed and signed SF33. Any amendments to the solicitation shall be acknowledged and accepted. The Offeror shall provide a statement of acceptance of all solicitation terms and conditions. If the proposal takes exceptions to the terms and conditions of the solicitation, all exceptions shall be denoted in a cover letter to the proposal; however, **exceptions to the solicitation taken in the proposal may result in the PCO rejecting the offer as non-compliant.**

L.9.2 Section K

Provide a complete copy of all certifications from System for Award Management (SAM) and all additional certifications found in Section K. Negative responses are required. If utilizing SAM, offerors are reminded to complete all certifications annotated in SAM for completion based on individual acquisitions prior to proposal submission. Offerors shall provide the certification at DFARS 252.227-7017 and 252.227-7028, Identification and Assertion of Use, Release or Disclosure Restrictions as it applies to the basic ID/IQ contract and Delivery Orders 0001 and 0002. Contractor's asserting that their product is a commercial product must ensure that their product is a

commercial item as defined in FAR 2.101 and provide evidence that the commercial item has been purchased by the general public or non-governmental entities for purposes other than governmental. This evidence may be in the form of Purchase Orders, Contracts, or the equivalent.

L.9.3 Offeror Representatives and Information

Provide the name, title, phone number, and e-mail address of the offeror's primary point of contact for the solicitation. Also identify those individuals authorized to negotiate with the Government and contractually bind the offeror. The offeror shall provide their Taxpayer Identification Number (TIN), Data Universal Numbering System (DUNS), and Commercial and Government Entity (CAGE) code.

L.9.4 SOW and Specification Matrix

In addition, the offeror shall include a completed reference matrix, per the Government's template (Attachment 8). The matrix shall be part of the Volume I proposal submittal in the Government's provided format. **The reference matrix is excluded from the page limitations.** The intent of the reference matrix is as follows:

1. Alleviate the offeror's desire to address every aspect of the SOWs.
2. Delineate the relationship between the proposed technical solution and the proposed pricing for each of the Delivery Order SOWs.

L.9.5 Government Agency Information

Provide the mailing address, telephone, fax numbers, and facility codes for the offeror's local Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and Defense Finance and Accounting Services (DFAS).

L.9.6 Accounting System Compliances

The offeror shall submit contact information (name, telephone number and email address) for their cognizant DCMA Administrative Contracting Officer (ACO) and cognizant DCAA supervisory auditor. If the offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the offeror will identify their cognizant federal agency or agencies (and include the individual contact information). The offeror shall submit a copy of the most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the offeror has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report will also be submitted. If the offeror's accounting system was disapproved or deemed to be not adequate, the offeror will identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the offeror's accounting system has never been audited by their cognizant federal audit agency, the offeror will so state.

If the offeror does not have an approved accounting system, the offeror shall complete Section J, Attachment 11, SF1408 - Pre-award Survey of Prospective Contractor Accounting System Checklist, and return the documentation as part of the Cost/Price Volume of the proposal. (1. Mark "X" in the appropriate column; 2. On Page 2 provide a narrative describing how the current accounting system supports your response to each item.)

Please note while an approved accounting system is not required at the time of proposal submission, it is required at time of contract award. If an otherwise successful offeror does not have an approved accounting system at the time of award, the award will go to the offeror with the next best overall rated proposal

L.9.7 Period of Acceptance

Provide the period of acceptance of the offer stating how long the offeror agrees to honor the proposed prices. This period shall be, at a minimum, three hundred and sixty-five (365) calendar days from the date specified for receipt of offers.

L.9.8 Contract Financing Payments

Clauses for Progress Payments and Performance Based Payments will be included in the resultant basic ID/IQ contract to finance FFP line items, as deemed appropriate by the Contracting Officer; however, it is intended that Performance Based Payments will be the primary contract financing method utilized under resultant FFP Delivery Orders. At no point will an order contain both financing terms.

L.9.9. Partnerships/Teaming/Joint Venture

Offeror shall include in full all executed teaming arrangements, partnerships, joint venture (JV) ownership documentation including the JV agreement and all associated documents/attachments, associate contractor agreement and contingencies, as applicable. Further, any previous teaming arrangements, partnerships, and joint venture documentation that is referenced within the proposal shall be included as attachments in the admin volume as supporting documentation. A copy of the SBA approved Mentor Protégé Agreement along with the JV documentation shall be provided, when applicable. The Offeror shall also provide a copy of the completed DCMA Form 1620 – Guaranty Agreement with any JV documentation in the admin volume.

L.9.10 Organizational Conflicts of Interest

Provide Organizational Conflicts of Interest (OCI) information in accordance with the below instructions:

a. In accordance with FAR 9.507-1, the potential conflict of interest for this solicitation in the Contracting Officer's judgment would involve any prime contractor, subcontractor, co-sponsor, parties to a joint venture, consultant or other legal entity (1) who because of activities or relationships is unable to render impartial assistance or advice to the Government, or (2) whose objectivity in performing the contemplated contract work is or might otherwise be impaired, or (3) who has an unfair competitive advantage in regards to Attachment 1, Basic SOW, SOW-2018-074 for SOFAST-E II.

b. This solicitation contains information in Section K.1 entitled, "Organizational Conflicts of Interest", which is to appear in the awarded contract.

c. If the offeror has checked Block one of the "Conflicts of Interest Representation" in Section K, indicating a potential conflict exists, the offeror shall in accordance with the "Organizational Conflict of Interest" instruction in Section K.1, disclose any and all information necessary to ascertain whether an organizational conflict of interest does exist, and if so, whether a waiver should be requested.

d. The offeror shall take all reasonable steps to obtain documentation of organizational conflicts of interest, and shall cooperate fully with the Government in resolving such issues expeditiously.

e. Along with responses to this solicitation, offerors must either (1) submit the following information concerning any existing or planned contracts with, or interests in, the suppliers and/or equipment identified in Attachment 1, SOFAST-E II Basic SOW; or (2) state that to the best of the offeror's knowledge no such interest or contract exists:

- (1) A description of the conflict of interest (e.g., weapons systems supplier(s), corporate restructuring, first-tier subcontractor(s)) and identity of parties involved;
- (2) A description of the work to be performed;
- (3) The dollar amount;
- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

f. Documentation referred to above may be submitted in advance of proposal submission but must be submitted no later than the closing date for receipt of offers.

g. Disclosure of Potential Conflict of Interest by offerors.

(1) The offeror agrees to disclose, in writing and prior to the closing date for receipt of offers, any relevant facts pertaining to work previously performed or presently being performed by the offeror under private and Government contracts wherein the subject matter includes systems, components, technology, or services identical or similar to that encompassed by the proposed contract and which might give rise to the appearance of an organizational conflict of interest. Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed

(2) If any of the contracts identified pursuant to subparagraph (g)(1) contain an Organizational Conflict of Interest Provision, the offeror may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest.

(3) Any documentation submitted pursuant to this subparagraph shall identify this procurement by IFB/RFP or other appropriate number as a reference and shall be forwarded to:

Duane St. Peter / Contracting Officer
U.S. Army Contracting Command - Orlando
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ATTN: Organizational Conflict of Interest Material

h. The Contracting Officer will determine whether such interests or contracts present potential organizational conflicts of interest that should preclude award to the offeror.

L.9.11 Property Management Plan

In accordance with clause 52.245-1, Government Property, the contractor shall provide the Government with a property plan. The plan shall be implemented at the delivery order, program, site or entity level. The plan shall include the following (not all inclusive list) and shall delineate and provide the rationale for how the contractor will manage the property. Failure to submit will result in evaluation delays and award schedule.

- (a) Acquisition of property documentation
- (b) Receipt of Government Property
- (c) Government-furnished property
- (d) Contractor-acquired property
- (e) Records of Government property
- (f) Use of a Receipt and Issue System for Government Material
- (g) Physical inventory

The contractor shall abide by any and all other requirements of clause 52.245-1. A Property Management Plan for Government property will be required at the delivery order level as applicable.

L.9.12 Statement of Compliance

Statement of Compliance. Each Offeror shall include a statement indicating complete compliance with the solicitation, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).

As part of this letter, an authorized official shall sign certifying the following:

A. The proposed pricing within the Pricing Workbook are binding and will be utilized for the life of the contract.

B. Regardless of the involvement in evaluations, all requirements of the base and delivery order PWS's will be met.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

SECTION M

M.1.0. The contractor and or their subcontractor(s) must meet the requirement to have a validated Facility Security Clearance (FCL) as stated by the contract DD254, prior to the award of this contract. No contractor or subcontractor must be under Foreign Ownership, Control, or Influence (FOCI) which would preclude them from meeting the FCL requirement. Failure of any Offeror to obtain a FCL at the appropriate level or mitigate FOCI in accordance with DoD 5220.22M current version and AR 380-49 prior to award will be considered a failure to meet a material requirement of the solicitation, and the Offerors proposal will be considered non-compliant and ineligible for award.

M.1.1. All proposals shall be subject to evaluation by a team of Government evaluators, advisors and non-Government support. Scientific, Engineering, and Technical Assistance (SETA) Contractors, specifically Optimal Solutions and Technologies (OST), Inc. and Envisioneering, Inc. may assist the Government throughout the performance of any resulting contract in a support capacity. These individuals will be authorized access only to those portions of the proposal data and discussions that are necessary for them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition. In accomplishing their duties related to the source selection process, employees of contractor firms may require access to proprietary information contained in the Offerors' proposals. They will not have access to the Past Performance or Cost/Price sections of the proposal. These Government Contractors supporting the evaluation process will be required to sign and submit Source Selection Participation Agreements (SSPAs) and must disclose any associated financial interests to the Government.

M.2.0. EVALUATION FACTORS AND SUBFACTORS

This is a FAR Part 15 competitive acquisition for a single-source ID/IQ contract and two concurrent delivery orders, utilizing the Best Value Subjective Trade-off Process. Award will be made to the responsible offeror submitting the proposal that is determined to offer the best value to the Government (i.e., which provides the greatest overall benefit to the Government in response to the requirement, cost/price and non-cost/price evaluation factors considered). As such, the Government may award to other than the lowest priced offeror or highest technically rated offeror.

Factor 1: Program Execution

Factor 2: Simulation Modification

Factor 3: Simulation Manufacturing

Factor 4: Past Performance

Factor 5: Cost/Price

M.3.0. Relative Order of Importance

Factor 1, Program Execution, Factor 2, Simulation Modification, and Factor 3, Simulation Manufacturing, are equal in importance. Factor 1, Program Execution, Factor 2, Simulation Modification, and Factor 3, Simulation Manufacturing, are each more important than Factor 4, Past Performance. When combined Factor 1, Factor 2, and Factor 3 are significantly more important than Factor 4, Past Performance. Factor 4, Past Performance, is more important than Factor 5, Cost/Price. When combined, the non-cost/price factors (Program Execution, Simulation Modification, Simulator Manufacturing, and Past Performance) are significantly more important than Factor 5, Cost/Price.

As the overall rating of non-cost/price factors among proposals tends toward equality, Cost/Price will become more important in making the award determination. Award may be made to other than the lowest-cost/priced offeror if

the Government determines that paying a cost/price premium is warranted due to the evaluation of non-cost/price factors. The Government may also award to other than the highest technically rated offeror, if the Government determines that paying a cost/price premium is not warranted.

Offerors must receive a rating of “Acceptable” or higher for Factor 1, Factor 2, and Factor 3 to be considered for award.

M.4.0 VOLUME I – FACTOR 1 – PROGRAM EXECUTION

The Government will evaluate the Program Execution Volume by assessing the evaluation criteria and assigning an adjectival rating based on significant strength, strength, weakness, significant weakness, and deficiencies. The Risk rating will be evaluated separately of the adjectival rating.

The Government will evaluate the expertise of key personnel. The Government will evaluate the understanding of Program Risks, Technical Risks, and Cybersecurity Risks to execute multiple activities and manage program risks under the SOFASAT-E II contract. The Government will evaluate the teaming approach and the teams influence on program execution. The Government will evaluate the offeror’s approach for key stakeholder engagement that build collaboration between various organizations while partnered with the Government Program Management Office. The Government will evaluate the offeror’s expertise and approach to System Configuration Management Process with rapid software/hardware changes, complex systems/subsystems, and supporting documentation across various baselines. The Government will evaluate the offeror’s capability to handle GFE/GFI and their process using the digital integrated environment for modification, review, and delivery. The Government will evaluate the offeror’s proposed approach to manage risk and innovate when handling potentially incomplete, delayed, defective GFE/GFI, and missing information/components that cannot be provided as GFE/GFI. The Government will evaluate the offeror’s manufacturing capabilities and bandwidth, including their proposed approach to surge for potentially simultaneous delivery orders, as well as upgrade/modification experience of flight simulation systems. The Government will evaluate the offeror’s ability to manage risk and provide innovative solutions to deliver products at different location, potentially simultaneously, including FMS efforts. The Government will evaluate the approach and expertise with crew training systems as well as maintenance training systems that provide innovative approaches.

M.5.0 VOLUME II – FACTOR 2 – SIMULATION MODIFICATION

The Government will evaluate the Simulation Modification Volume by assessing the evaluation criteria and assigning an adjectival rating based on significant strength, strength, weakness, significant weakness, and deficiencies. The Risk rating will be evaluated separately of the adjectival rating.

The Government will evaluate the offeror’s capability to conduct upgrades and modifications to Combat Missions Simulators and Flight Training Devices as well as peripheral systems. The Government will evaluate the merits of the Integrated Master Schedule of Delivery Order 0001. The Government will evaluate the offeror’s understanding of the importance of system availability to the user and their approach to minimize schedule impacts to training systems. The Government will evaluate the offeror’s understanding and approach to address the risks associated with upgrading flight simulators in parallel with aircraft upgrades. The Government will evaluate the offeror’s approach to utilizing of the System Integration Lab for upgrades and modifications. The Government will evaluate the offeror’s expertise and process for cybersecurity throughout the modification process. The Government will evaluate the offeror’s test expertise and approach, specifically in flight training systems, working with multiple systems and subsystems. The Government will evaluate the offeror’s capability to integrate stimulated cockpit systems, complex visual systems, and supporting simulation systems. The Government will evaluate the offeror’s capability to interoperate simulation devices, peripheral training equipment, and external simulation from external stakeholders.

M.6.0 VOLUME III – FACTOR 3 – SIMULATION MANUFACTURING

The Government will evaluate the Simulation Manufacturing Volume by assessing the evaluation criteria and assigning an adjectival rating based on significant strength, strength, weakness, significant weakness, and deficiencies. The Risk rating will be evaluated separately from the adjectival rating.

The Government will evaluate the offeror's capability to manufacture flight training devices with complex systems and subsystems using stimulated aircraft components. The Government will evaluate the merits of the Integrated Master Schedule of Delivery Order 0002. The Government will evaluate offeror's capability and approach of cybersecurity management throughout the supply chain. The Government will evaluate the offeror's manufacturing process and anticipated risks of producing flight simulators in parallel with aircraft fielding. The Government will evaluate offeror's process for foreign disclosure of systems and subsystems for delivery to FMS customer. The Government will evaluate the offeror's approach and anticipated visual system risk and tradeoff process to delivery complex visual systems that achieve training goals. The Government will evaluate the offeror's approach for a crew member station.

M.7.0. VOLUME IV – FACTOR 4 – PAST PERFORMANCE

The Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation requirements as indicated by that offeror's record of past performance in the Past Performance Questionnaire, Contractor Performance Assessment Reporting System (CPARS), past performance proposal submission, and any other information available to the Government. In this context, "offeror" refers to the proposed prime contractor and all proposed major subcontractors. In either case, the prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the offeror's Past Performance rating.

M.7.1. The Government will conduct a past performance assessment based on the recency, relevancy, and quality of performance in the offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the SOFAST-E II effort. The areas of recency include past performance that has occurred not longer than 3 years in the past. The areas of relevancy include past performance that is similar to cost, schedule, and performance requirements on programs in the context of SOFAST-E II efforts which includes tasks such as: 1. Flight simulator manufacture, development, and modification; 2. Flight visual system integration; 3. Integration of stimulated avionics components into flight simulators; 4. Integration of computer generated forces into flight training systems; 5. Cyber Security Management of complex flight simulators. Particular emphasis will be placed on the degree to which the offeror's management can demonstrate a concise relationship between their past performance data and their system improvements. Evaluation of the factual evidence will verify that the offeror has adopted and applied the principles and techniques of continuous systemic improvement in managing its total business to improve upon past performance. When assessing the quality of past performance, the Government will focus its inquiry on all aspects of schedule, performance, and cost, including the offerors record of: 1) conforming to specifications and standards of good workmanship; 2) maintaining program execution within cost; 3) adherence to contract schedules, including the administrative aspects of performance; 4) ability to resolve technical and manufacturing problems quickly and effectively; 5) business-like concern for the interest of its customers; and 6) establishing and maintaining adequate management of subcontractors.

M.7.2 Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the opportunity to identify relevant past performance risk rests with the offerors. In the case of offerors for which there is no information on past contract performance or where past contract performance is not available, the offeror may not be evaluated favorably or unfavorably on the Factor of Past Performance and be assigned a "Neutral Confidence" past performance rating. . The Government may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff.

M.8.0. VOLUME V – FACTOR 5 - COST/PRICE

No Cost/Price information shall be included in any volume other than the Cost/Price Volume.

M.8.1 The Government will evaluate the offeror's Cost/Price Volume in accordance with FAR 15.404-1 for fairness, compliance, completeness, errors, price reasonableness, cost realism, and unbalanced pricing as applicable. In order for a cost/price proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits. Cost proposals will not be scored, ranked, nor rated. The burden of proof for cost/price fairness, reasonableness, compliance, completeness, and cost realism rests with the offeror.

M.8.2 The solicitation will result in the award of a single-source IDIQ contract with two awardable orders: Delivery Order 0001 and Delivery Order 0002. For evaluation purposes, the total evaluated price (TEP) will be the sum of the Government's determined probable cost for cost reimbursable CLINs and of the Offeror's proposed fixed price for DO 0001 and DO 0002 as completed in Cost/Price Workbook provided as Attachments 6.4. For each Delivery Order, the total will be the result of the summation of all priced CLINs inclusive of options. CLINs designated as "NSP" will not be included in the TEP.

M.8.3 As part of this evaluation, the Government may consider DCMA and DCAA audit information and other information the Government deems relevant.

M.8.4 Completeness: The Government will evaluate the Offeror's proposal for completeness. In order for a proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits.

M.8.5 Unbalanced Price Evaluation: The Government will evaluate the Cost/Price Volume for the presence of unbalanced pricing. An offer may be rejected if the Procuring Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.8.6 Subcontract costs proposed by the Offeror that exceeds \$2,000,000 will be evaluated by reviewing the Offeror's cost or price analyses performed for each subcontractor as required per FAR 15.404-3(b).

M.8.7 Price Analysis. Adequate price competition is expected in response to this solicitation, normally resulting in a fair and reasonable price. The pricing in the proposal for Firm-Fixed-Priced CLINs will be evaluated using one or more of the techniques defined in FAR 15.404-1(b) (Proposal Analysis Techniques). The Government reserves the right to request other than certified cost or pricing data in the event that additional data would be required to determine price reasonableness.

M.8.8 Cost Analysis: Adequate price competition is expected in response to this solicitation, normally resulting in a fair and reasonable price. The pricing for the cost CLINs in the proposal may be evaluated using one or more of the techniques defined in FAR 15.404-1(c) (Cost Analysis), as appropriate. The Government reserves the right to request other than certified cost or pricing data in the event that additional data would be required to determine price reasonableness.

M.8.9 Cost Realism: The amounts for all cost CLINs in the proposal may be adjusted using one or more of the techniques defined in FAR 15.404-1(d) (Cost Realism Analysis) based on the results of the cost analysis performed, as appropriate. The result of the cost analysis may result in a cost realism adjustment, which the Government may use for evaluation purposes.

M.8.10 Unbalanced Pricing: Unbalanced pricing exists when, despite an acceptable TEP, the price of one or more contract line items including the Basic ordering period and out-year ordering periods, is significantly overstated or understated as indicated by the application of analysis techniques. The Government will analyze offers to determine whether there are unbalanced separately priced line items or sub-line items. Prices submitted will be compared and evaluated to assure that a logical progression exists as related to price and quantity changes within each offeror's response to the pricing structure in the line items. Proposals with unbalanced pricing may be eliminated from further consideration if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.8.11 Labor and Indirect Rates: The Government will perform a comparative analysis of the historical pricing information submitted by the Offeror (and any subcontractors) to determine the reasonableness of the Offeror's (and any subcontractor(s)'s) proposed labor and indirect rates and to verify that the proposed rates have a historically proven basis. The information reviewed will consist of one of the following:

- Current FPRA; or
- Current FPRR

If none of the above are available (or, if the agreement/recommendation does not include direct labor rates), the direct labor rates, indirect labor rates will be evaluated as specified below:

The Government will perform a comparative analysis of the historical actual average direct labor rates submitted for the Offeror's last three completed fiscal years for each and every proposed labor category's direct labor rate. If the Offeror does not possess any historical information for a proposed rate, the Government will evaluate the reasonableness of the supporting evidence (methodology and source references) the Offeror utilized to develop the proposed rate.

The Government will perform a comparative analysis of the historical actual indirect rates (to include the base, pool, and calculated actual rate) submitted for the Offeror's last two completed fiscal years to assist in determining the reasonableness of the Offeror's proposed indirect rates. The Government will utilize the Offeror's supporting evidence (allocations, applications, calculations, and methodologies) used to develop the rate to assist in determining the reasonableness of the proposed indirect rates. If the Offeror does not possess any historical actuals for a proposed rate, the Government will evaluate the Offeror's supporting documentation (allocations, applications, calculations, and methodologies) associated with the proposed rate to ensure reasonableness. The Government may evaluate the Offeror's estimation methodologies (to include, but not limited to, future projected sales data) utilized to develop the indirect rates. The Government will compare the Offeror's proposed rates and supporting evidence to the Offeror's Disclosure Statement or Established Practices Documentation to ensure consistency.

IAW FAR 52.237-10, Identification of Uncompensated Overtime, proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

M.8.12 Labor Rates Evaluation. The Government will evaluate the proposed labor categories and labor rates provided in Attachments 6.4 for fair and reasonableness of labor rates for all future delivery orders. The labor categories and fully burdened labor rates less profit or fee will be incorporated into Section B of the basic ID/IQ contract at time of award. Additionally, T&M labor rates will be derived from the proposed labor categories and labor rates provided in Attachments 6.4 to be incorporated into Section B of the basic ID/IQ at time of award.

M.8.13 As part of the responsibility determination an evaluation of the Compensation Plan will be performed, and a Pre-award Accounting System Survey and Financial Capability may be requested from DCMA. The Prime Offeror must be deemed financially responsible by the Contracting Officer.

M.8.14 Definitions.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit/fee as described in FAR 15.404-1(b).

Cost Analysis: The review and evaluation of any of the separate cost elements and profit or fee in an offeror's or contractor's proposal as needed to determine a fair and reasonable price or to determine cost realism, and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency as described in FAR 15.404-1(c).

Cost Realism: Means that the cost in an Offeror's proposal (1) Are realistic for the work to be performed; (2) Reflect a clear understanding of the requirements; and (3) Are consistent with the various elements of the offeror's technical proposal.

Cost Realism Analysis: The process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimates to determine whether the estimated proposed cost elements are realistic for the work to be

performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal as described in FAR 15.404-1(d).

Unbalanced Pricing Analysis: Unbalanced Pricing exists when, despite an acceptable TEP, the cost or price of one or more contract line items is significantly over or understated as indicated by the application of cost/price analysis techniques as described in FAR 15.404-1(g).

Reasonableness: For a price to be reasonable, it will represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 15.404-1.

M.9.0 Evaluation Methodology

M.9.1 Technical Factors Ratings and Description

The following Separate Technical/Risk Rating Method will be utilized in the evaluation of the Program Execution Factor, Simulation Modification Factor, and Simulation Manufacturing Factor.

Table M-1
Technical Ratings

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

The following Technical Risk Ratings will be used in the evaluation of the Program Execution Factor, Simulation Modification Factor, and Simulation Manufacturing Factor.

Table M-2
Technical Risk Rating

Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

M.9.2 Past Performance Factor Rating Definitions

The following Relevancy Rating Method will be utilized in the evaluation Relevance:

Table M-3
Past Performance Relevancy Ratings

Adjectival Rating	Description
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.

The Performance Confidence Assessment is defined as the likelihood of successfully executing the proposed approach based on the offeror's recent/relevant past performance record. A rating of Substantial Confidence, Satisfactory Confidence, Neutral Confidence, Limited Confidence or No Confidence (as defined below) will be assigned to the Past Performance Relevancy Factor:

Table M-3
Performance Confidence Assessment Ratings

RATING	DEFINITION AND CRITERIA
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

M.9.3 Definitions

M.9.3.1 Strength

An aspect of the offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

M.9.3.2 Significant Strength

An aspect of the offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

M.9.3.3 Weakness

A flaw in the proposal that increases the risk of unsuccessful contract performance

M.9.3.4 Significant Weakness

A flaw in the offeror's proposal that appreciably increases the risk of unsuccessful contract performance.

M.9.3.5 Risk

As it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

M.9.3.6 Deficiency

A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.