

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER IDENTIFIED PER TASK ORDER		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ072718R0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ZONEL LABORDE				b. TELEPHONE NUMBER (No Collect Calls) (916) 999-2759	
8. OFFER DUE DATE/LOCAL TIME 02:00 PM 08 Jan 2018		9. ISSUED BY CODE HQ0727 DEFENSE MICROELECTRONICS ACTIVITY (HQ) CONTRACTING DIVISION 4234 54TH STREET MCCLELLAN CA 95652-2100 TEL: 916-231-1521 FAX: 916-231-2821		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541990 SIZE STANDARD: \$15,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE HQ0727 DEFENSE MICROELECTRONICS ACTIVITY (HQ) DAN SHEDDY DME/AMEAD 4234 54TH STREET MCCLELLAN CA 95652-2100 TEL: 916-231-1553 FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 71	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		

STAMSaT Services
FFP
Professional, scientific, and technical advisory and assistance services, including labor and materials, in support of Strategic and Technical Analyses of Microelectronics Supply and Trust (STAMSaT) requirements, in accordance with the attached STAMSaT Performance Work Statement (PWS) No. 18-8A1, subsequent task order performance work statements (TO-PWSs) and Contractor Task Order Proposals (TOPs).

The contract ceiling price for all CLINs / value of all funded task orders for this contract shall not exceed \$20.0M. The Government anticipates the contract ceiling will be met within the performance period of the contract; however, the estimated ceiling price is not a representation that the estimated quantity will be required or ordered.

Work authorization and funding will be provided via issuance of task orders.

FOB: Destination
PURCHASE REQUEST NUMBER: IDENTIFIED PER TASK ORDER

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	STAMSaT Data FFP Data requirements in support of STAMSaT projects, in accordance with STAMSaT PWS 18-8A1, subsequent task order performance work statements (TO-PWSs), Contractor Task Order Proposals (TOPs), and DD 1423-1, Contract Data Requirements List(s) (CDRLs), as incorporated per task order. Line item is not separately priced (NSP).	1	Lot		

FOB: Destination
PURCHASE REQUEST NUMBER: IDENTIFIED PER TASK ORDER

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		

STAMSaT Travel
T&M

Contractor-incurred travel and travel-related costs in support of CLIN 0001 services.

Any amounts funded on this CLIN are included in the total contract ceiling price of \$20.0M.

Travel costs will be negotiated separately for each task order, as required for performance, prior to commencing travel. Funding is provided per task order.

The Government is not obligated to reimburse the Contractor for travel and/or travel-related expenses incurred in excess of the funded amount of this line item; and, the Contractor is not obligated to incur travel and/or travel-related expenses in excess of the funded amount of this line item until the Contracting Officer notifies the Contractor in writing that the estimated cost for travel and travel related expenses has increased.

Contractor travel costs shall be governed by FAR 31.205-46.

The Contractor must submit documentation substantiating travel and travel related expenses, e.g. receipts, for costs over \$75.00. Documentation must be submitted with invoices via WAWF for Government approval.

Contractor is to book flight and any other travel arrangements a minimum of 30 days in advance of travel to minimize travel costs to the government. Contractor will provide justification if travel arrangements are made less than 30 days in advance of travel.

FOB: Destination

PURCHASE REQUEST NUMBER: IDENTIFIED PER TASK ORDER

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		
OPTION	STAMSaT Extension of Services (6 Months)				

FFP
Professional, scientific, and technical advisory and assistance services, including labor and materials, in support of Strategic and Technical Analyses of Microelectronics Supply and Trust (STAMSaT) requirements, in accordance with the attached STAMSaT Performance Work Statement (PWS) No. 18-8A1, subsequent task order performance work statements (TO-PWSs) and Contractor Task Order Proposals (TOPs).

The contract ceiling price for all CLINs / value of all funded task orders for this contract shall not exceed \$20.0M. The Government anticipates the contract ceiling will be met within the performance period of the contract; however, the estimated ceiling price is not a representation that the estimated quantity will be required or ordered.

Work authorization and funding will be provided via issuance of task orders.

Extension of Services in accordance with 52.217-8, if exercised.

FOB: Destination
PURCHASE REQUEST NUMBER: IDENTIFIED PER TASK ORDER

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		
OPTION	STAMSaT Extension of Data (6 Months) FFP Data requirements in support of STAMSaT projects, in accordance with STAMSaT PWS 18-8A1, subsequent task order performance work statements (TO-PWSs), Contractor Task Order Proposals (TOPs), and DD 1423-1, Contract Data Requirements List(s) (CDRLs), as incorporated per task order. Line item is not separately priced (NSP). Extension of Data in accordance with 52.217-8, if exercised. FOB: Destination PURCHASE REQUEST NUMBER: IDENTIFIED PER TASK ORDER				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot		

OPTION

STAMSaT Extension of Travel (6 Months)

T&M

Contractor-incurred travel and travel-related costs in support of CLIN 0001 services.

Any amounts funded on this CLIN are included in the total contract ceiling price of \$20.0M.

Travel costs will be negotiated separately for each task order, as required for performance, prior to commencing travel. Funding is provided per task order.

The Government is not obligated to reimburse the Contractor for travel and/or travel-related expenses incurred in excess of the funded amount of this line item; and, the Contractor is not obligated to incur travel and/or travel-related expenses in excess of the funded amount of this line item until the Contracting Officer notifies the Contractor in writing that the estimated cost for travel and travel related expenses has increased.

Contractor travel costs shall be governed by FAR 31.205-46.

The Contractor must submit documentation substantiating travel and travel related expenses, e.g. receipts, for costs over \$75.00. Documentation must be submitted with invoices via WAWF for Government approval.

Contractor is to book flight and any other travel arrangements a minimum of 30 days in advance of travel to minimize travel costs to the government. Contractor will provide justification if travel arrangements are made less than 30 days in advance of travel.

Extension of Travel in accordance with 52.217-8, if exercised.

FOB: Destination

PURCHASE REQUEST NUMBER: IDENTIFIED PER TASK ORDER

TOT ESTIMATED PRICE
CEILING PRICE

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
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1.00	\$50,000.00	\$20,000,000.00
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DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

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

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$50,000.00		\$20,000,000.00

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006		\$		\$

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Strategic and Technical Analyses of Microelectronics Supply and Trust (STAMSaT)

Performance Work Statement (PWS)

DMEA 18-8A1

1 September 2017

1.0 Introduction

The mission of the Defense Microelectronics Activity (DMEA) is to leverage advanced technologies to extend the life of weapon systems. An important part of this effort is DMEA's role in ensuring that the Department of Defense (DoD) has a reliable supply chain of manufacturers of key microelectronics technologies and of Trusted microelectronics that are vital to the accomplishment of its mission. DMEA provides technical and engineering support for transforming advanced technologies into weapon systems applications. Through DMEA, advanced technologies are translated into solutions that resolve problems caused by existing hardware and software that are obsolete, unreliable, unmaintainable, underperforming, or require additional capability. DMEA manages an inhouse capability to support advanced technologies within the DoD. DMEA also leads the Trusted Foundry program, provides U.S. Government entities with access to state-of-the-art integrated circuit manufacturing that can also produce Trusted parts, and accredits various manufacturers in the Trusted supply chain.

2.0 Scope

To accomplish its mission, DMEA has established a technical and management approach that provides rapid access to a pre-qualified contractor through the STAMSaT contract. This document defines the overall technical scope of the STAMSaT contract. Specific requirements will be defined, as they are identified, in Performance Work Statements (PWSs) / Task Orders (TOs) during the life of the STAMSaT contract. The STAMSaT contract supports requirements that will benefit the knowledge and strategic direction of DMEA and the DoD.

2.1 Requirements

The purpose of the STAMSaT contract is to develop technology studies, strategic analyses, and recommendations in furtherance of the DMEA mission or related to the mission of DMEA or its parent organizations, including analyses of DMEA's business operations. These studies, analyses, and recommendations will involve subject matter that is specified within the areas discussed in the following sub-paragraphs. Any DD Form 254 requirements will be identified on individual task orders.

2.1.1 Policy Assessment and Recommendations

The contractor shall provide policy assessment and recommendations. Policy assessment and recommendations involves the analysis of government and industry policy as it affects the evolution of the science and technologies related to the capabilities of advanced electronics either used today by U.S. military forces or contemplated for their future use. It also pertains to analyzing the affects of issues, policies, and programs—e.g., DOD transformation, acquisition reform, microelectronics trends, government and industry policy and investment trends—on the development and acquisition of microelectronics. Policy assessment and recommendations may include evaluation of the economics and impacts of changes in science and technology underlying advanced systems used by the DOD, and changes in the structure of government organizations or their policies that impact the acquisition of advanced technology affecting national security. Development of policy and process recommendations may be required to improve understanding of, access to, and acquisition of advanced technical capabilities needed by national security and defense forces. Assistance with the implementation of government-approved policy and process recommendations may also be required.

2.1.2 Strategic and Business Planning

The contractor shall provide advice related to strategic and business planning. Strategic and business planning involves assisting DMEA in the setup, structuring, and facilitation of a strategic and business outlook for DMEA to

develop a vision, enterprise roadmap and long-term plan for the organization to best meet its mission. It also pertains to assisting DMEA to institutionalize dynamic initiatives to provide a self-sustaining enterprise framework for implementing DMEA's mission, as well as addressing business and operational transformation. Such initiatives should allow DMEA to anticipate and adjust to future challenges, balance current demands against creating and executing strategic intent, adapt to emerging trends and requirements, address the efficacy of a growth strategy, and assess organizational performance over the long term.

2.1.3 Microelectronics Supply and Trust

The contractor shall provide analyses and advice regarding the development or sustainment of policies and implementation of a reliable supply chain of manufacturers of key microelectronics technologies and of Trusted microelectronics. An effective program of microelectronics Trust and a reliable supply chain involve the analysis of risks and security vulnerabilities inherent in utilizing both commercial and foreign sources of microelectronics in military weapon systems. Typical analysis may include the areas of counterfeit detection, design integrity, antitamper techniques, and an assessment of various methods for verification of Trust of semiconductors. Such analysis may involve the investigation of state-of-the-practice methods, as well as methods under development, for verifying the trustworthiness of Defense semiconductors. Recommendations may be required regarding design and manufacturing technologies, ongoing advanced research, and policies to improve trustworthiness and the verifiability of Trust for semiconductors and high risk critical components and assemblies. The investigation and analysis of aspects of the intelligence community's need for integrated circuit Trusted foundries may be addressed as may the investigation of the overall DoD requirement for Trusted sources of microelectronics and the appropriateness and efficacy of the approaches proposed or implemented.

2.1.4 Contractor Manpower Reporting Application (CMRA)

The Contractor shall report ALL contractor labor hours (including subcontractor and consultant labor hours) required for performance of services provided under this contract for [NAMED COMPONENT] via a secure data collection site. The Contractor shall report these labor hours in accordance with each Task Order Statement of Work and Section H supplemental CMRA instructions. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractor may direct questions to the help desk at: <http://www.ecmra.mil/>.

2.2 Terms

The terms "include," "includes," and "including," as used in this document, means "includes, but is not limited to."

3.0 Reference Documents

Reference documents will be specified as required in each PWS/TO.

3.1 Active Documents

Active specifications, standards, handbooks and other published documents may be required to fully understand and perform the tasks associated with this contract. The contractor may be tasked to acquire, modify, and/or deliver needed active documents. Active documents will be specified as required in each PWS/TO.

4.0 Data

Data development, management, and delivery will be specified as required in each PWS/TO.

4.1 Contract Data Requirements List (CDRL)

The Government may specify data requirements or the contractor may be requested to propose data requirements. Data requirements will be based on the needs of the Government and will be in the form of a CDRL in each PWS/TO. CDRLs will contain Data Item Descriptions (DIDs) whose content and format will be tailored in each PWS/TO. Any DID that is active at the time a PWS/TO is awarded may be required.

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAR-2018 TO 28-FEB-2023	N/A	DEFENSE MICROELECTRONICS ACTIVITY (HQ) DAN SHEDDY DMEA/MEAD 4234 54TH STREET MCCLELLAN CA 95652-2100 916-231-1553 FOB: Destination	HQ0727
0002	POP 01-MAR-2018 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0727
0003	POP 01-MAR-2018 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0727
0004	POP 01-MAR-2023 TO 31-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0727
0005	POP 01-MAR-2023 TO 31-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0727
0006	POP 01-MAR-2023 TO 31-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0727

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013

CLAUSES INCORPORATED BY FULL TEXT

Invoicing, Receipt, Acceptance and Property Transfer (iRAPT) Submittal Instructions (DMEA #S16-012)

- a. The Invoicing, Receipt, Acceptance and Property Transfer (iRAPT) system via Wide Area Workflow (WAWF) is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- b. To access iRAPT, the Contractor shall—
 - i) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
 - ii) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- c. *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 iRAPT. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- d. *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- e. The Contractor shall submit Item Unique Identification IUID data “as part of the Material Inspection and Receiving Report” (as required by DFARS 252.211-7003) on delivered end items during the acceptance process.

Access iRAPT via WAWF at <https://wawf.eb.mil/>

Table 1 - Vendors shall select “Send More Email Notifications” in iRAPT to:

Government Points of Contact	Email address
Contracting Officer Representative (COR)/Project Engineer/Manager and or Technician	Daniel.Sheddy@dmea.osd.mil OR OTHER, PER TASK ORDER
Contract Specialist or Contracting Officer	Zonel.Laborde@dmea.osd.mil
iRAPT Administrator	iRAPT@dmea.osd.mil
WAWF MailBox	contractingWAWF@dmea.osd.mil

(1) Definitions:

Acceptor: Contracting Officer’s Representative/Project Engineer/Program/Project Manager, or other government acceptance official.

Pay Official: DFAS payment - **HQ0748**

SHIP To/Service Acceptor DoDAAC: - **HQ0727**

(2) iRAPT Contractor Input Information. The contractor shall input the selected Document Type creating electronic payment requests in iRAPT:

- ☐ “Invoice”
☐ “2-in-1 Invoice” (Services Only)
☐ “Receiving Report”
☒ “Invoice and Receiving Report” (Combo) for Materials and or Services
☐ “Cost Voucher” (FAR 52.216-7, 52.216-13, 52.216-14, 52.232-7)

Table 2 - For iRAPT Routing Information based on Contract Type

Description	SF 26	SF 33	SF 1442	SF 1449	DD 1155
	Located In Block /Section				
Contract Number	2	2	4	2	1
Delivery Order	See Individual Order	See Individual Order	N/A	4	2
CAGE Code	7	15a	14	17a	9
Pay DoDAAC	12 HQ0748	25 HQ0748	27 HQ0748	18a HQ0748	15 HQ0748
Inspection/Acceptance	Section E or INSPECTION AND ACCEPTANCE				
Issue Date	3	5	3	3	3
Issue by DoDAAC	5 HQ0727	7 HQ0727	7 HQ0727	9 HQ0727	6 HQ0727
Admin DoDAAC	6 HQ0727	24 HQ0727	26 HQ0727	16 HQ0727	7 HQ0727
Ship To/Service Acceptor DoDAAC	6 HQ0727	24 HQ0727	26 HQ0727	16 HQ0727	7 HQ0727
Ship to Extension	Do Not Fill In				
Services or Supplies	Based on majority of requirement as determined by monetary value				
Final Invoice?	Do not change “N” (no) to “Y” (yes) unless this is the last invoice and the contract is ready for closeout				
COR/Project Engineer	The point of contact for the ship to address in Section F – Delivery Information				

(3) Invoices - Invoice 2-n-1 (Services Only) and Invoice and Receiving Report (Combo):

When submitting the final invoice for payment for a contract, select the “Y” selection from the “**Final Invoice?**” drop-down box.

Upon successful submission of the invoice, click on the **Send More Email Notifications** link to send to email addresses listed in Table 1 above.

(4) Defense Finance and Accounting Service (DFAS) information may be accessed using the DFAS website at <http://www.dfas.mil/>. Payment status information may be accessed using the myInvoice system in WAWF (myInvoice system requires registration in the WAWF system) or by calling the DFAS Columbus helpdesk at 800-756-4571 (Select Option 2, then Option 2 again). The contract number and shipment/invoice number will be required to check payment status.

(End of Clause)

CONTRACT INVOICING APPLICABLE TO TRAVEL CLINS 0003, 1003, 2003, 3003, and 4003

(i) *Payment Schedule and Invoicing:* Time-and-Materials CLINs are not Government-financed. The Contractor shall submit receipts for all travel and travel-related costs incurred over \$75.00 with each invoice detailing breakout of costs. Payment will be made only after COR review and acceptance of Contractor invoices and travel receipts. The contractor will list trips with the following information: location to location, duration of trip, etc. in the below format or similar.

The table below will be a part of each task order that requires travel:

Number of Trips	Location to Location	Duration of Trip	Estimated Time of Travel	Estimated Completion
1	City, State to City, State	Monday - Friday	2 Days	Date

(ii) *Limitation:* The Government is not obligated to reimburse the Contractor for travel and/or travel-related expenses incurred in excess of the invoice amount supported by required receipts. Any travel and/or travel-related expenses incurred in excess of the invoice amount supported by the required receipts shall be incurred at the risk of the Contractor.

(iii) *Prompt Payment for Invoice Payments:* Payments for travel and travel related-costs shall be considered invoice [FAR 52.212-4](#), Contract Terms and Conditions – Commercial Items.

CONTRACT FINANCING PAYMENTS

The Government may consider authorizing contract financing payments, i.e. a disbursement of monies to a Contractor prior to Government acceptance of supplies or services, in the form of commercial interim payments.

The Contractor must request contract financing as part of their task order proposal (TOP) for the Government to consider authorizing financing payments. The CO will review and approve each request and incorporate payment terms into each TO for which contract financing is authorized.

In their TOP, the Contractor must outline how contract financing is relevant and appropriate to the requirement, how contract financing is customary in the commercial marketplace for the services being performed, and why implementation of contract financing is in the best interest of the United States. Requests for contract financing must include an estimated monthly expenditure profile.

As a condition of contract financing, the Contractor shall provide proof of adequate financial stability. Examples include financial statements such as the balance sheet, the profit and loss statement, and any other supporting financial statements necessary for the CO to determine the Contractor's financial condition. The CO may consider the Contractor's financial condition adequate security for approval of contract financing; however, should the Contractor's financial condition become unstable or prove inadequate, the Contractor shall promptly provide additional security. The value of the security must be at least equal to the maximum unliquidated amount of contract financing payments.

Negotiated contract financing terms will include an installment payment schedule to include values, performance and deliverables, schedules/dates, and any other affected contract terms. Interim payments will be based on the estimated monthly expenditure rate, and in no case will interim financing payments exceed 70% of the CLIN value.

Contract finance payments will be made thirty (30) days after the designated billing office's receipt of a proper payment request. Late payment interest penalties do not accrue on contract-financed line items.

If required, liquidation of contract financing shall be made on a CLIN basis.

FAR 52.232-29, Terms for Financing of Purchases of Commercial Items, and FAR 52.232-30, Installment Payments for Commercial Items, included in this contract by reference, detail commercial item purchase financing terms.

The table below is an example of how interim payments are determined:

Deliverables Monthly Status Report (MSR)	Estimated Completion / Submittal Date	Estimated Monthly Expenditures	Authorized Financing Values
Deliverable 1 – March 2018 MSR	31 March 2018	\$10,000	\$7,000*
Deliverable 2 – April 2018 MSR	30 April 2018	\$15,000	\$10,500*
Deliverable 3 – May 2018 MSR	31 May 2018	\$20,000	\$14,000*
Deliverable 4 – June 2018 MSR Final Technical Report	30 June 2018	N/A	\$13,500**
		TOTAL	\$45,000

* Value is 70% of the Estimated Monthly Expenditures.

** Value is the 30% withheld from the Estimated Monthly Expenditures.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Contractor Manpower Reporting Application (CMRA) Instruction (DMEA #S16-011)

The contractor shall ensure ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor (and all subcontractors providing direct labor under this contract) shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The contractor shall report electronically all contractor manpower (including subcontractor manpower) required for performance of this contract via the following website address: <https://dodcmra.hqda.pentagon.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DMEA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at dodcmra@pentagon.af.mil

Contractors are responsible for entering order, contact, and location data, the first three tabs on the order details screen of the website, as detailed in the tables below. The first column, "Required Field" identifies the required reporting fields and the second column, "Explanation of Required Field" either identifies a description of the required data (ex: total invoiced amount, city of installation or service, state, etc.) or the reportable data (ex: fiscal year, order number, requiring activity unit identification code, etc.).

Order Data

<u>Required Field:</u>	<u>Explanation of Required Field</u>
Fiscal Year	FY that the contract work was performed.
Order Number	The Order Number refers to the Task Order and/or Delivery Number of the Contract. For contracts without an Order Number, use "0000" as default.
Agency/Command	HQ0727 - Defense Microelectronics Activity
Requiring Activity Unit Identification Code (UIC)	DOD011
Total Invoiced Amount	The total dollar amount invoice during the fiscal year, at the Delivery Order and/or Task Order level.

Contact Data

<u>Required Field</u>	<u>Explanation of Required Field</u>
Contracting Officer	First Name: Connie Last Name: Newell Phone Number: 916-999-2741 Email Address: Connie.Newell@dmea.osd.mil
Contractor	First Name:

<u>Required Field</u>	<u>Explanation of Required Field</u>
	Last Name: Phone Number: Email Address:
Contracting Officer's Representative/ Contracting Officer's Technical Representative	First Name: Daniel Last Name: Sheddy Phone Number: 916-231-1553 Email Address: Daniel.Sheddy@dmea.osd.mil

Location Data

<u>Required Field</u>	<u>Explanation of Required Field</u>
Federal Service Code	To enter the Federal Service Code (FSC), select the Service Performed in the first dropdown field and click Search. A listing of possible FSCs will appear in the Results dropdown field. Select the correct FSC based on the list of results. To narrow down these FSCs, filter the query by Code or Description after selecting the Service Performed. Enter a value in the Code or Description data cells and then click Search. Again, a listing of possible FSCs will appear in the Results dropdown field. Select the correct FSC based on the list of results.
City of Installation or Service	City or installation where the service is performed.
State	State where the service is performed.
Zip Code	Zip Code where the service is performed.
Country	Country where the service is performed.
Contractor Type	Indicate whether your user role is a Prime or Subcontractor.
Direct Labor Hours	Total number of labor hours performed at this location for this Federal Service Code.
Direct Labor Dollars	Total unburdened dollar amount for direct labor performed at this location for this FSC code. This is not the hourly rate.
Weapon System Support	Indicate whether you are providing support to any Weapons Systems listed in the drop down field. 1. "None"
Questions about Contract Performance	Indicate if the contract and/or order includes the following services: 1. Clinical patient care in a DoD Medical Treatment facility. 2. N/A 3. Support to Defense Intel or Special Ops components OCONUS
Government Supervision	Are the contractor personnel subject to relatively continuous supervision and control by a government employee or officer?
Government's Tools and Equipment	Does the government furnish the principal tools and equipment needed for contract performance?
Government Facility	Are some or all of the contractor employees provided with a workspace in a government facility for use on a regular basis?

CPARS

Contractor performance information shall be documented not less than annually in the Government past performance database known as the Contractor Performance Assessment Reporting System (CPARS).

Past performance reporting is required for DoD contract actions, including individual task orders, for service acquisitions expected to exceed \$1,000,000.00.

CPARS collects Contractor performance information and passes it to the Past Performance Information Retrieval System (PPIRS), the Government-wide performance information repository where it can be retrieved by Federal Government Agencies including the DoD Services. The CPAR assesses a Contractor's performance, both positive and negative, and provides a record on a given contract during a specified period of time. Each assessment is based on objective facts and supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, Contractor operations reviews, functional performance evaluations, and earned contract incentives.

Contractors are responsible for reviewing and commenting on proposed ratings and providing remarks for all assessments forwarded by the Government Assessing Official. Contractors should respond to the Government assessment in the CPARS system as reports are submitted. Contractor comments are optional but, if submitted, are due back to the Assessing Official within sixty (60) days after receipt. Failure to comment will indicate that the Contractor agrees with the assessment as documented.

The CPARS Automated Information System (AIS) collection tool and other CPARS information can be accessed at <https://www.cpars.gov>. For additional assistance, contact the CPARS Customer Support Desk at (207) 438-1690, DSN: 684-1690, or email: webptsmh@navy.mil

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2016-O0009)	JAN 2017
52.223-6	Drug-Free Workplace	MAY 2001
52.227-14	Rights in Data--General	MAY 2014
52.232-29	Terms for Financing of Purchases of Commercial Items	FEB 2002
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.245-9	Use And Charges	APR 2012
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
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
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013

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
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014

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52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved]

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) **52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).**

_____ (10) [Reserved]

_____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

_____ (ii) Alternate I (NOV 2011) of 52.219-3.

 X (12) (i) **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).**

_____ (ii) Alternate I (JAN 2011) of 52.219-4.

_____ (13) [Reserved]

_____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

_____ (ii) Alternate I (NOV 2011).

_____ (iii) Alternate II (NOV 2011).

_____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (Oct 1995) of 52.219-7.

_____ (iii) Alternate II (Mar 2004) of 52.219-7.

 X (16) **52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).**

_____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

_____ (ii) Alternate I (Nov 2016) of 52.219-9.

_____ (iii) Alternate II (Nov 2016) of 52.219-9.

_____ (iv) Alternate III (Nov 2016) of 52.219-9.

_____ (v) Alternate IV (Nov 2016) of 52.219-9.

_____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

_____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

_____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

_____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

 X (22) **52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).**

_____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) **52.222-3, Convict Labor (June 2003) (E.O. 11755).**

____ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) **52.222-21, Prohibition of Segregated Facilities (Apr 2015).**

X (28) **52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).**

X (29) **52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).**

X (30) **52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).**

X (31) **52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).**

X (32) **52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).**

____ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) **52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)**

____ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) **52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).**

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) **52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).**

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) **52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).**

X (56) **52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).**

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00, 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 \$1,500,000.00;

(2) Any order for a combination of items in excess of \$1,500,000.00; 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)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 nine (9) months after the final period of performance (including exercised options) ends.

(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 nine (9) months after the final period of performance for the task order or base contract ends, whichever is later.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days of expiration of the current period of performance.

(End of clause)

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

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

<http://farsite.hill.af.mil/> AND <https://www.acquisition.gov/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses: <http://farsite.hill.af.mil/> AND <https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(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 Delivery Date listed in Section F, Deliveries or Performance, through the end of the active period of performance including option under 52.217-8, if exercised.

(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)

ADDITIONAL INFORMATION

Where referenced throughout this contract, "the Schedule" refers to the following uniform contract format sections, and the information contained therein:

- A - Solicitation / Contract Form
- B - Supplies or Services and Prices / Costs
- C - Description / Specifications / Statement of Work
- D - Packaging and Marking
- E - Inspection and Acceptance
- F - Deliveries or Performance
- G - Contract Administration Data
- H - Special Contract Requirements

In consideration of DFARS 252.216-7006, Ordering:

1 - Only a Government Contracting Officer (CO) from the Defense Microelectronics Activity (DMEA) is authorized to place orders against this requirements contract. DMEA COs may authorize and procure task orders against the contract for other Government entities, as approved.

2 - Orders may be issued by electronic commerce methods including facsimile and electronic mail (e-mail). Oral offers and orders are not authorized under this contract.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Schedule of Positions and Labor Rates	5	29-NOV-2017
Attachment 2	Task Order 0001 - PWS 18-8B7	3	01-NOV-2017
Attachment 3	Task Order 0001 - DD 1423 CDRLs A001-A004	1	24-OCT-2017
Attachment 4	Task Order 0001 - Draft DD 254	2	11-OCT-2017
Attachment 5	Task Order 0001 - Draft DD 254 Addendum	3	11-OCT-2017

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(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 FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ ”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and

Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [_____] is, [_____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [_____] is, [_____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [_____] has, [_____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [_____] has, [_____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of

unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [____] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [____] does [____] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [____] Certain services as described in FAR 22.1003-4(d)(1). The offeror [____] does [____] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated

investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(End of provision)

52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror (☐) does (☐) does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in

paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute--

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-7	System for Award Management	OCT 2016
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Item Acquisition	FEB 2007
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-31	Invitation to Propose Financing Terms	MAY 2014
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.215-7008	Only One Offer	OCT 2013

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP), Indefinite Delivery-Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(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/>
<http://farsite.hill.af.mil/>

(End of provision)

252.204-7011 ALTERNATIVE LINE-ITEM STRUCTURE (SEP 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized

into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section 211.274 of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart 204.71 of the Defense Federal Acquisition Regulation Supplement and PGI 204.71. A sample solicitation line-item structure and a corresponding offer of a proposed alternative line-item structure follow.

Solicitation:

Item No.	Supplies/Service	Quantity	Unit	Unit price	Amount
0001.....	Computer, Desktop with CPU, Monitor, Keyboard and Mouse.	20	EA

Alternative line-item structure offer where monitors are shipped separately:

Item No.	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001.....	Computer, Desktop with CPU, Keyboard and Mouse.	20	EA
0002.....	Monitor.....	20	EA

(End of provision)

INSTRUCTIONS TO OFFERORS

SECTION L - INSTRUCTIONS TO OFFERORS:

- 1) These Instructions to Offerors (ITO) provide general guidance for preparing proposals as well as instructions on the format and content of the proposal. The proposal must contain all data and information requested in this solicitation and be submitted in accordance with the instructions herein. Failure to follow the instructions, prescribed format, or to submit the required information, may result in elimination from the competition.
- 2) The Government Contract Administrator (CA; noted on solicitation page 1, block 7) is the sole point of contact for this solicitation; all correspondence must be addressed in writing to the CA. The CA will direct questions to the Contracting Officer (CO) or other personnel as needed for clarification, and will provide responses to Offerors.
- 3) Discrepancies: If an Offeror believes that these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CA in writing with supporting rationale. Notifications must be submitted to the CA

not later than ten (10) calendar days after release of the solicitation to allow for timely resolution; late notifications may not allow for timely clarification or amendment to the solicitation, if required.

- 4) There will be no financial considerations made to Offerors for the development of their proposals in response to this solicitation.
- 5) Unless otherwise restricted or withdrawn by the Offeror, proposals shall remain valid for Government acceptance for sixty (60) days after the proposal submittal deadline.
- 6) Offers will be accepted in electronic format only; no paper hard copy offers will be accepted. Offerors may submit proposals by hand delivering or mailing their proposal files on one (1) compact disc (CD) to:

Defense Microelectronics Activity
 Attn: Zonel Laborde, MEEC
 Alt: Connie L Newell, MEEC
 4234 54th Street
 McClellan, CA 95652-2100

- 7) File Format: Offerors should submit all proposal files in Microsoft Office product or Adobe PDF formats.
- 8) Proposal Marking: In accordance with FAR 52.215-1(e), Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –
 - a. Mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].” and,
 - b. Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- 9) Proposal Organization: Proposals shall be separated into volumes and sections for each evaluation factor. Separate coversheets or dividers are not required for each section; however, each section must be clearly titled for evaluation. Offerors should provide one electronic file for each volume.
- 10) Page Limits: Page limits shall be treated as maximums. If exceeded, all pages beyond the stated maximum will be removed prior to proposal evaluation and will not be read or considered during evaluation. Page limits do not include title sheets, cover sheets, or tables of content.
- 11) Proposal Volumes shall include the following documents for evaluation, to which the stated maximum page limits shall apply:

Proposal Volume	Title	Instructions	Page Limit
I	RFP Requirements	(see below for each factor)	(see below)
	SF 1449, Solicitation / Contract / Order for Commercial Items	Offeror shall complete SF 1449, Page 1, blocks 17(a), 30(a), 30(b), and 30(c). Return only Page 1 of the solicitation. Note: Code in block 17(a) is Offeror’s CAGE code; no Facility Code is needed.	1

	Representations, Certifications	Offeror shall complete SF 1449, solicitation Section K - Representations, Certifications and Other Statements of Offerors. Return only Section K of the solicitation.	23
II	Technical Capability	(see below for each factor)	(see below)
Factor 1	Project Management Experience	<p>a. Each offeror is to provide at least five, but no more than seven, actual technical studies, strategic analyses and in-depth briefing requiring a minimum of two (2) each of the technical studies, two (2) each of the strategic analyses and at least one (1) of the in-depth briefing—delivered since 2014—that pertain to 1) assessment and recommendations of government and industry policy as it affects the evolution of the science and technologies related to the capabilities of advanced electronics for military use, 2) strategic and business planning involving setup, structuring, and facilitation of strategic and business planning initiatives to develop a vision, enterprise roadmap and long-term plan for an organization, or 3) analysis of risks and security vulnerabilities inherent in utilizing both commercial and foreign sources of microelectronics in military weapon systems. Sensitive information in any of these reports can be redacted.</p> <p>b. For each of the studies and analyses provided, the offeror is to provide a one page abstract that summarizes the problem or issue with which the offeror was presented, the key recommendations or findings made in the provided study or analysis, the outcome that followed from the client's use of the key recommendations or findings, and client contact information.</p>	Unlimited
Factor 2	Key Personnel	Each offeror shall demonstrate the depth and breadth of the functional experience, training and qualifications (including current capacity to perform classified work) of their key personnel. Offerors shall submit résumés for proposed key personnel. The offeror shall demonstrate current capacity to perform classified work with appropriate personnel. The offeror shall demonstrate how key personnel will be identified and made available for projects.	10
Factor 3	Company Resources	<p>a. Each offeror shall provide a narrative, including an organization chart, that describes their technical approach toward utilizing their current personnel to perform the work related to STAMSaT in relation to the company's other work (current and anticipated). The offeror shall demonstrate current and future facilities that will provide capacity to perform classified work.</p> <p>b. Offeror shall demonstrate that current and future facilities will provide capacity to perform classified work by providing a copy of their Sensitive Compartmented Information Facility (SCIF) Facility Accreditation Letter.</p>	8

		<p>c. Each offeror shall provide their company's latest annual financial information, including a balance sheet, and any additional narrative (one page, maximum) necessary to demonstrate the financial health and viability of the company for the anticipated performance period, which would be five years, 6 months.</p> <p>d. Each offeror shall provide a subcontracting plan along with a proposed small business subcontracting participation commitment document. The assessment of the subcontracting plan IAW FAR 19.7 is different from the evaluation of small business participation. The extent of participation of small businesses shall also include the socio-economic categories (service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns) in performance of the contract.</p>	
III	Task Order Proposal	(See below for each factor)	(see below)
Factor 4	Task Order 0001 – Task Order Proposal (TOP)	Offeror shall identify the technical approach with which they will perform the identified study. Offeror shall not simply restate information from the Government Task Order Performance Work Statement (TO-PWS) but will provide specific processes, key recommendations, and potential outcomes or goals of the Offeror's study. Offeror must include the labor positions, labor hours, and any other required materials, travel, subcontractor performance, etc. required for performance of the requirement. Offeror's TOP must NOT contain pricing information.	20
Factor 5	Task Order 0001 – Key Personnel	Offeror shall demonstrate the depth and breadth of the functional experience, training and qualifications (including current capacity to perform classified work) of their key personnel. Offerors shall submit résumés for proposed key personnel. The offeror shall demonstrate current capacity to perform classified work with appropriate personnel. The offeror shall demonstrate how key personnel will be identified and made available for projects. Proposed personnel must meet the security requirements identified in the Draft DD 254.	20
Factor 6	Past Performance	<p>a. Each offeror shall provide current contact information (name, telephone number, and email address for a point of contact) for at least five, but no more than seven, Government or commercial contracts that have been completed within the last three years and were for projects similar to the scope described in the Performance Work Statement (PWS).</p> <p>b. Each offeror shall provide past performance information related to compliance with the requirements of clause</p>	Unlimited

		<p>52.219-8 -- Utilization of Small Business Concerns. Examples of elements of compliance with FAR 52.219-8 includes:</p> <ol style="list-style-type: none"> 1) Actual prior use of small businesses 2) Use of small businesses in the socioeconomic categories 3) Types of work performed by small businesses 4) Complexity of the work performed by small businesses 5) Reporting of small business performance in CPARS 6) History of prompt payments to small businesses <p>c. Each offeror shall provide past performance information related to compliance with the requirements of clause 52.219-9, Small Business Subcontracting Plan (DEVIATION 2016-O0009). Examples of elements of compliance with FAR 52.219-9 (DEVIATION 2016-O0009) includes:</p> <ol style="list-style-type: none"> 1) Performance against subcontracting goals 2) Compliance with the small business subcontracting plan in general 	
IV	Price	(See below for each factor)	(see below)
Factor 7	Schedule of Positions and Labor Rates	<p>Offerors shall complete Attachment 1 - Schedule of Positions and Labor Rates for use on task orders issued under this contract. Additionally, offerors shall provide their GSA negotiated rates or published price lists, if applicable.</p> <p>Provision 52.222-46, Evaluation of Compensation for Professional Employees, requires that offerors submit for evaluation a total compensation plan setting forth proposed salaries and fringe benefits for professional employees working on the contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.</p> <p>Offers shall demonstrate the ability to provide commercial rates (e.g., GSA MOBIS rates) for contract use.</p> <p>For the purpose of price evaluation, offerors shall use Attachment 1 – Schedule of Positions and Labor Rates and follow these steps:</p>	Unlimited

		<p>Step1) Provide fully-burdened labor rates (include all indirect costs, overheads, general and administrative expenses, allocated other direct costs and profit) for 5 Years, 6 months;</p> <p>Step 2) Group each labor discipline into one of the following three categories: a) Technical (researcher/analyst/illustrator/editor/ professionals performing hands-on work); b) Managerial (executive director/senior manager/partners, program manager, project managers, etc.); and c) Administrative (clerical, accounting, procurement, etc.);</p> <p>Step 3) Average all five years, 6 months for each labor discipline to arrive at one rate for each of the five years, 6 months;</p> <p>Step 4) Use the averaged rate from Step 3 to calculate the average rate for each labor discipline within the three categories. (One labor rate for each category);</p> <p>Step 5) Add the three consolidated rates to arrive at the total price.</p> <p>Offerors shall provide documentation related to each step. Offerors that submit only the total price (Step 5) may be determined to be unacceptable. If a firm has only one labor rate in any of the three categories, such offerors shall annotate that information in Step 2 and proceed with the other steps.</p>	
Factor 8	Task Order 0001 – Price Proposal	<p>Offeror shall provide a Price Proposal that includes a break out of all proposed labor positions, rates, labor hours, and any other price-related information required for performance including subcontractor quotes or travel costs, if any.</p> <p>Requests for contract financing must be included in the Offeror's Price Proposal, if requested.</p>	Unlimited

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.212-2	Evaluation - Commercial Items	OCT 2014
52.217-5	Evaluation Of Options	JUL 1990

EVALUATION FACTORS FOR AWARD

SECTION M – EVALUATION FACTORS FOR AWARD

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

EVALUATION FACTORS

Award will be made to the responsible Offeror whose proposal, conforming to the terms of this solicitation, will be most advantageous and provide the best value to the Government based on an evaluation of price and other actors, as identified in FAR 52.212-2, Evaluation – Commercial Items.

The Technical Evaluation Factors are listed below in descending order of importance, as follows:

Factor 1 – Project Management Experience is of equal importance as Factor 2, Factor 3 and Factor 4

Factor 2 – Key Personnel is of equal importance as Factor 1, Factor 3 and Factor 4

Factor 3 – Company Resources is of equal importance as Factor 1, Factor 2 and Factor 4

Factor 4 – Task Order 0001 – Task Order Proposal (TOP) is of equal importance as Factor 1, Factor 2 and Factor 3

Factor 5 – Task Order 0001 Key Personnel is slightly less important than Factor 1, Factor 2, Factor 3 and Factor 4

Factor 6 – Past Performance is slightly less important than Factor 5

The Pricing Evaluation Factors are listed below in descending order of importance:

Factor 7 - Schedule of Positions and Labor Rates is slightly less important than Technical Evaluation Factors 1-6

Factor 8 - Task Order 0001 – Price Proposal is of equal importance to Factor 7

Evaluation of offers will be conducted in accordance with FAR Part 15 and DOD Source Selection Procedures.

The Government intends to make award without discussions. Proposals should be submitted initially on the most accurate and favorable terms from a price and technical standpoint. Offerors should not assume they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

The evaluation process will be conducted as follows:

VOLUME I: RFP REQUIREMENTS

The Government will review all proposals submitted to ensure Offerors have completed and signed the SF 1449, Solicitation / Contract / Order for Commercial Items, including solicitation Page 1 and Section K, Representations, Certifications and Other Statements of Offerors.

RFP Requirements will be reviewed and evaluated based on the DoD Source Selection Procedures standards for Acceptable / Unacceptable ratings, as follows:

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

Acceptable proposals will be those whose SF 1449 is completed / signed on Page 1, blocks 17(a), 30(a), 30(b), and 30(c) and completed SF 1449, solicitation Section K - Representations, Certifications and Other Statements of Offerors.

The Government will also review proposals for adherence to other RFP requirements and will remove any proposal pages that exceed the maximum page limits specified in Section L, Instructions to Offerors, prior to conducting further evaluations.

VOLUME II: TECHNICAL CAPABILITY

Technical factors will be evaluated by how well the proposal meets the Government requirement and what level of quality is evaluated by the Offeror's proposal and technical approach.

Technical factors 1 – 3 will be evaluated based on the DoD Source Selection Procedures standards for combined technical acceptability and risk ratings, as follows:

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

Technical Factor 6 will be evaluated based on the criteria stated in the factor section below.

All technical factors will be evaluated in order of factor, per the criteria identified below.

Factor 1: Project Management Experience

The Government will evaluate the abstracts and work samples provided by Offerors to determine the content, usefulness, and completeness of technical studies, strategic analysis, and in-depth briefings, previously completed by the Offeror.

Offerors must provide at least five (5) (but no more than seven (7)) work samples completed since 2014. Offerors must provide the number of work samples, by type, specified in Section L. Offerors must provide the work samples for the topics specified in Section L. Offerors who fail to provide the required number, type, and topic of work samples will be considered non-responsive and will not be considered for award.

Proposals demonstrating a higher caliber of performance through more thorough analysis and reporting, greater experience in the defense and microelectronics industry based on projects similar to the work described in the STAMSaT PWS, or overall content, usefulness, and completeness of past work samples, will receive higher ratings.

Factor 2: Key Personnel

The Government will evaluate the Offeror's narrative to determine capability to perform classified work with appropriate personnel, and how potential personnel will be identified and made available for task order projects. Proposals demonstrating the better ability to provide a depth and breadth of personnel experience, training, and qualifications to meet the needs of the STAMSaT PWS will receive higher ratings.

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified in your proposal and accepted for award. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants at any time and to include any post-award changes.

Factor 3: Company Resources

The Government will evaluate the Offeror's company resources through a review of the narrative provided and assess for completeness and quality. Proposals demonstrating the better overview of current resources (including an overview of facilities and personnel) and their approach toward utilizing these resources to perform the contemplated STAMSaT effort in relation to the Offeror's other work (current and anticipated) will receive higher ratings.

VOLUME III: TASK ORDER PROPOSAL

The Government will evaluate the Offeror's proposal for Task Order 0001 (TO-0001) to determine capability to put together a task order proposal that is complete, accurate to the requirement, and proposes services and deliverables that will meet the need of the Government as identified in the task order performance work statement (TO-PWS). The Offeror's proposal for TO-0001 will be evaluated and awarded as the first TO under the STAMSaT contract.

Factors 4 and 5 will be evaluated based on the DoD Source Selection Procedures standards for combined technical acceptability and risk ratings, as follows:

Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.

Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

All factors will be evaluated in order of factor, per the criteria identified below.

Factor 4, Task Order 0001 – Task Order Proposal (TOP)

The Government will evaluate the Offeror's Task Order Proposal (TOP) for the study identified for TO-0001. The Offeror shall not simply restate information from the Government TO-PWS. The Offeror's (TOP) will provide a specific technical approach for the requirement, including processes, key recommendations, and potential outcomes or goals of the Offeror's study.

The Offeror's proposal must include an overview of facilities and personnel that will be used in performance of the work and break out all proposed labor positions, labor hours, and any other resources required for performance including materials, subcontractor quotes, or travel costs, if any. The Government will evaluate the noted positions which the Offeror proposes to use in performance of the TO-PWS to determine the degree to which the proposed positions will enable the Offeror to successfully perform the requirement as identified in the TO-PWS, and that the proposed labor hours are reasonable and realistic to meet the requirements of the TO-PWS.

Proposals providing a more thorough description of the labor and other resources required for performance of the requirement will receive higher ratings. Proposals demonstrating a higher caliber of technical approach, or more thorough content, usefulness, completeness, and conformity to the TO-PWS, will receive higher ratings.

Factor 5, Task Order 0001 – Key Personnel

The Government will evaluate the Offeror's resumes and/or narrative to determine if the Offeror has sufficient personnel that are qualified in terms of labor positions, security levels, education, and experience for each position identified, and to what degree the proposed personnel will enable the Offeror to successfully perform TO-0001 work. Proposed personnel will be evaluated based on demonstrated experience, developed skill level, security clearance, and likely capability to perform the required work outlined in the TO-PWS.

This factor is differentiated from Factor 2, (Technical Capability, Key Personnel) in that this section requires information for the specific individuals that will perform work under the TO.

Resumes or narratives may be submitted but documentation must demonstrate the depth and breadth of the individual's experience, training, and qualifications to perform the task. Proposed personnel must meet the security requirements identified in the DD 254.

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified in your proposal and accepted for award. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants at any time and to include any post-award changes.

Proposals clearly demonstrating personnel with the appropriate experience, training, qualifications, and security levels to meet the needs of the TO will receive higher ratings.

Factor 6: Past Performance

The Government will evaluate responses from past client points of contact identified for each work sample provided for Factor, to further validate past performance and assess confidence in the Offeror's future capability to provide services.

The Government may request information regarding overall satisfaction with the Offeror's performance, to include, but not necessarily limited to, compliance with schedule, budget constraints, and trends in Contractors' performance.

The Government will evaluate the Offeror's work samples to determine recency:

- 1) Work samples completed since 2014 will be determined recent.

The Government will evaluate the Offeror's work samples for the following topics to determine relevancy:

- 1) Assessment and recommendations of Government and industry policy as it affects the evolution of the science and technologies related to the capabilities of advanced electronics for military use; or,
- 2) Strategic and business planning involving setup, structuring, and facilitation of strategic and business planning processes to develop a vision, enterprise roadmap and long-term plan for an organization; or,
- 3) Analysis of risks and security vulnerabilities inherent in utilizing both commercial and foreign sources of microelectronics in military weapon systems.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror shall be determined to have Unknown past performance. In the context of acceptability / unacceptability, "Unknown" shall be considered "Acceptable."

Past Performance will be reviewed and evaluated based on the DoD Source Selection Procedures standards for Acceptable / Unacceptable past performance ratings, as follows:

Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is Unknown. (See note below.)
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have Unknown past performance. In the context of acceptability / unacceptability, "Unknown" shall be considered "Acceptable."

The Government will also consider past performance information obtained from other than the sources provided, such as, but not limited to, the Past Performance Information Retrieval System (PPIRS), the Federal Awardee Performance & Integrity Information System (FAPIS), the Contractor Performance Assessment Rating System (CPARS), and/or other DOD contracts available in the Electronic Document Access (EDA) Library.

Relevance. The second is to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection

With respect to relevancy, past performance of greater relevancy will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Past Performance Relevancy Rating Method

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.

Quality of Products or Services. The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance (see FAR 15.304(c)(2)). The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Past Performance Evaluation Team will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance.

The ratings below will be used for evaluation. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "neutral." Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSAC may recommend and the SSA 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 as long as the determination is consistent with stated solicitation criteria.

Performance Confidence Assessments Rating Method

Adjectival Rating	Description
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 <u>successfully perform the required effort</u> .

VOLUME 4: PRICE**Factor 7, Schedule of Positions and Labor Rates**

Before making award, the Contracting Officer (CO) must determine that the Offeror's prices are fair and reasonable. It is anticipated that adequate price competition will support a determination that prices are fair and reasonable, however Offerors may be required to submit additional pricing information and other than certified cost data for the CO to adequately determine price reasonableness.

Evaluation of Price includes consideration of whether the Offeror's prices and cost proposal are complete and reasonable, defined as follows:

Completeness – The Government will evaluate the thoroughness of the proposed pricing to determine that all price/cost data have been submitted in compliance with the solicitation and STAMSaT PWS. Pricing data provided should be consistent with the elements of the Offeror's technical proposal. The Offeror must provide all price/cost data that is necessary to support the offer.

Reasonableness – The Government will evaluate the proposed pricing to determine whether the Offeror's estimated Prices are reasonable to the scope of the solicitation, and STAMSaT PWS. The Offeror will be evaluated on the reasonableness of fixed labor rates associated with each labor skill classification, as well as application of other quoted costs. The Government will assess each proposal to ensure that appropriate labor categories and overhead costs are proposed to ensure the Offeror can successfully perform all contractual requirements. An Offeror who submits unrealistically low pricing may be excluded from award as this indicates that the Offeror does not understand the requirement or that the Offeror has purposefully submitted an unrealistically low proposal to "buy in" to the contract. In accordance with provision 52.222-46, Evaluation of Compensation for Professional Employees, plans indicating unrealistically low professional employee compensation may be assessed adversely.

The Government will evaluate the Offeror's Schedule of Positions and Labor Rates to ensure the Offeror has provided competitive labor rates for all identified positions for five years, 6 months, and that the rates are complete and reasonable based on education, experience, functional responsibilities, and security clearance levels.

Offerors shall provide pricing using fully burdened labor rates (include all indirect costs, overheads, general and administrative expenses, allocated other direct costs and profit) for each position identified. Offerors must provide pricing in the specified format (Attachment 1) and must group each labor discipline into one of the following categories (as separated in the Attachment, if appropriate, or identify new proposed labor categories by revising Attachment 1):

- a) Technical (ex: researchers, analysts, illustrators, editors, professionals performing hands-on work, etc.)
- b) Managerial (ex: executive director, senior managers, partners, program managers, project managers, etc.)
- c) Administrative (ex: clerical, accounting, procurement, etc.)

Offerors must provide pricing for the minimum positions identified by the Government, and other positions required to meet the needs of the solicitation and STAMSaT PWS.

Labor rates will be evaluated on a competitive basis to ensure that rates are complete and reasonable to the needs of the solicitation and STAMSaT PWS. Labor rates will not be used in determining a lowest-priced Offeror.

Factor 7 pricing is slightly less important than Technical Evaluation Factors 1-6.

Factor 8, Task Order 0001 – Price Proposal

The Government will evaluate the Offeror's Price Proposal for TO-0001 to ensure that Offeror has provided a proposal that is complete and reasonable to the needs of the solicitation, STAMSaT PWS, and TO-PWS.

The Government will evaluate the Offeror's understanding of the procedures required to generate a TO price proposal based on the Offeror's TOP for TO-0001 and the Offeror's associated price breakout.

Price Proposal shall include a break out of all proposed labor positions, rates, labor hours, and any other costs for performance of TO-0001 including subcontractor quotes or travel costs, if any.

The TO-0001 Price Proposal will be evaluated on a competitive basis to ensure that proposed prices are complete and reasonable to the needs of the solicitation, STAMSaT PWS, and TO-PWS.

If Price becomes the determining Factor for award, the Government will use the Price Proposal for Task Order 0001 to determine the best value to the Government.

Price to the Government will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed price will be analyzed for reasonableness. It may also be analyzed to determine whether it reflects a clear understanding of the requirements; and is consistent with the offeror's Technical Proposal. Additionally, all offers may be analyzed for unbalanced pricing. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

Factor 8 pricing is of equal importance to Factor 7.