

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 87			
2. CONTRACT NO.		3. SOLICITATION NO. W900KK21R0002		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY ARMY CONTRACTING COMMAND - ORLANDO ATTN: BRAVO DIVISION 12211 SCIENCE DRIVE ORLANDO FL 32826-3224				CODE W900KK		8. ADDRESS OFFER TO (If other than Item 7)		CODE			
TEL: FAX:				<b>See Item 7</b>		TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>						
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		34 - 56		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 21	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>						
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		22 - 23	X	J	LIST OF ATTACHMENTS		57		
	D	PACKAGING AND MARKING			<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>						
X	E	INSPECTION AND ACCEPTANCE		24 - 25	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		58 - 63		
X	F	DELIVERIES OR PERFORMANCE		26 - 28	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		64 - 79		
X	G	CONTRACT ADMINISTRATION DATA		29 - 32	X	M	EVALUATION FACTORS FOR AWARD		80 - 87		
X	H	SPECIAL CONTRACT REQUIREMENTS		33							
<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

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

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Aerial Support Services - Base Year FFP Year 1: The contractor shall provide all Aerial Support Services as identified in Aerial Target Flight Services PWS Section 3 (inclusive of Appendices A-H) for Year 1 of the contract with a Period of Performance from 1 JUL 21 - 30 JUN 22, to include all transition phase-in activities and costs. In accordance with Appendix G of the PWS, the contractor shall be prepared to support on average 100 launches of various target types per year. FOB: Destination PSC CD: R425	12	Months		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Other Direct Cost COST Year 1: Other Direct costs required to execute the support services identified IAW Aerial Target Flight Services PWS 3.2.29 and 3.2.38. The ODC CLIN does not contain travel. The ODC CLIN can be used to buy all support items required for the service provider to execute the assigned mission. ODCs shall not contain profit/fee. Material overhead costs are authorized. (Note: a plug figure of \$1,595,060 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425	1	Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		
OPTION	Unscheduled Events CPFF Year 1: The contractor shall provide unscheduled or surge aerial flight services as identified in the PWS section 3.2.30 and 3.2.31. These target flights shall not exceed 10 launches per year of the various target types in Appendix G of the PWS. Target flights/launches may be for single, or multiple target profiles/scenarios. The Contracting Officer must approve each event prior to execution. PCO approval must be submitted with the Cost Voucher for payment. FOB: Destination PSC CD: R425				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		
	Travel COST Year 1: Provide approved travel support to execute all items contained in Aerial Target Flight Services PWS. Travel for marketing events or non-program related events are not authorized. The contractor shall be reimbursed for the actual and allowable costs incurred when traveling to and from performance sites in accordance with the Joint Travel Regulation, FAR 31.205-46, other applicable policies and regulations, and ATFS PWS section 2.7. (Note: a plug figure of \$411,470 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0005 Contractor Manpower Reporting

FFP

Year 1: The contractor shall report manpower data for contract performance during

Year 1 of the contract into the System for Award Management ([www.sam.gov](http://www.sam.gov))

IAW FAR 52.204-14 - Service Contract Reporting Requirements. This CLIN is

Not Separately Priced.

FOB: Destination

PSC CD: R425

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0006 Government Furnished Property

FFP

Year 1: GFP for Year 1 of contract performance IAW PWS sections 2 and 3.8,

CDRL A019 Status of Government Furnished Equipment Report, and Government

Furnished Equipment Listing (Attachment 03). This CLIN is Not Separately

Priced.

FOB: Destination

PSC CD: R425

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0007

1

Each

Contractor Acquired Property

FFP

Year 1: Provide all Contractor Acquired Property (CAP) for use in the execution and management of all services. Shall provide a quarterly CAP report to the Contracting Officer and COR which contains at a minimum consumable items, final disposition of items purchased, and items retained as CAP. The Government will determine if the CAP will either be delivered or disposed of by the contractor prior to contract close out. This CLIN is Not Separately Priced.

FOB: Destination

PSC CD: R425

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0008

1

Lot

Contract Data Requirements List

FFP

Year 1: Delivery of all CDRLs and technical exhibits. Performance shall be in accordance with DD Form 1423, Contract Data Requirement Lists (CDRLs A001 - A021). This CLIN is Not Separately Priced.

FOB: Destination

PSC CD: R425

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	Aerial Support Services - Option Year 1 FFP Year 2 (option Year 1): The contractor shall provide all Aerial Support Services as identified in Aerial Target Flight Services PWS Section 3 (inclusive of Appendices A-H) for Year 2 of the contract with a Period of Performance from 1 JUL 22 - 30 JUN 23. In accordance with Appendix G of the PWS, the contractor shall be prepared to support on average 100 launches of various target types per year. FOB: Destination				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lot		
OPTION	Other Direct Cost COST Year 2: Other Direct costs required to execute the support services identified IAW Aerial Target Flight Services PWS 3.2.29 and 3.2.38. The ODC CLIN does not contain travel. The ODC CLIN can be used to buy all support items required for the service provider to execute the assigned mission. ODCs shall not contain profit/fee. Material overhead costs are authorized. (Note: a plug figure of \$1,595,060 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Lot		
OPTION	Travel COST Year 2: Provide approved travel support to execute all items contained in Aerial Target Flight Services PWS. Travel for marketing events or non-program related events are not authorized. The contractor shall be reimbursed for the actual and allowable costs incurred when traveling to and from performance sites in accordance with the Joint Travel Regulation, FAR 31.205-46, other applicable policies and regulations, and ATFS PWS section 2.7. (Note: a plug figure of \$411,470 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Each		
OPTION	Contractor Manpower Reporting FFP Year 2: The contractor shall report manpower data for contract performance during Year 2 of the contract into the System for Award Management (www.sam.gov) IAW FAR 52.204-14 - Service Contract Reporting Requirements. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Each		
OPTION	Government Furnished Property FFP Year 2: GFP for Year 2 of contract performance IAW PWS sections 2 and 3.8, CDRL A019 Status of Government Furnished Equipment Report, and Government Furnished Equipment Listing (Attachment 03). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Contractor Acquired Property FFP Year 2: Provide all Contractor Acquired Property (CAP) for use in the execution and management of all services. Shall provide a quarterly CAP report to the Contracting Officer and COR which contains at a minimum consumable items, final disposition of items purchased, and items retained as CAP. The Government will determine if the CAP will either be delivered or disposed of by the contractor prior to contract close out. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425	1	Each		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Contract Data Requirements List FFP Year 2: Delivery of all CDRLS and technical exhibits. Performance shall be in accordance with DD Form 1423, Contract Data Requirement Lists (CDRLs A001 - A021). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425	1	Lot		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Aerial Support Services - Option Year 2 FFP Year 3 (Option Year 2): The contractor shall provide all Aerial Support Services as identified in Aerial Target Flight Services PWS Section 3 (inclusive of Appendices A-H) for Year 3 of the contract with a Period of Performance from 1 JUL 23 - 30 JUN 24. In accordance with Appendix G of the PWS, the contractor shall be prepared to support on average 100 launches of various target types per year. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot		
OPTION	Other Direct Cost COST Year 3: Other Direct costs required to execute the support services identified IAW Aerial Target Flight Services PWS 3.2.29 and 3.2.38. The ODC CLIN does not contain travel. The ODC CLIN can be used to buy all support items required for the service provider to execute the assigned mission. ODCs shall not contain profit/fee. Material overhead costs are authorized. (Note: a plug figure of \$1,595,060 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Lot		
OPTION	<p>Unscheduled Events</p> <p>CPFF</p> <p>Year 3 (option Year 2): The contractor shall provide unscheduled or surge aerial flight services as identified in the PWS section 3.2.30 and 3.2.31. These target flights shall not exceed 10 launches per year of the various target types in Appendix G of the PWS. Target flights/launches may be for single, or multiple target profiles/scenarios. The Contracting Officer must approve each event prior to execution. PCO approval must be submitted with the Cost Voucher for payment.</p> <p>FOB: Destination</p> <p>PSC CD: R425</p>				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot		
OPTION	<p>Travel</p> <p>COST</p> <p>Year 3: Provide approved travel support to execute all items contained in Aerial Target Flight Services PWS. Travel for marketing events or non-program related events are not authorized. The contractor shall be reimbursed for the actual and allowable costs incurred when traveling to and from performance sites in accordance with the Joint Travel Regulation, FAR 31.205-46, other applicable policies and regulations, and ATFS PWS section 2.7. (Note: a plug figure of \$411,470 will be used by the Gov during the solicitation phase)</p> <p>FOB: Destination</p> <p>PSC CD: R425</p>				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1	Each		
OPTION	Contractor Manpower Reporting FFP Year 3: The contractor shall report manpower data for contract performance during Year 3 of the contract into the System for Award Management (www.sam.gov) IAW FAR 52.204-14 - Service Contract Reporting Requirements. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Each		
OPTION	Government Furnished Property FFP Year 3: GFP for Year 3 of contract performance IAW PWS sections 2 and 3.8, CDRL A019 Status of Government Furnished Equipment Report, and Government Furnished Equipment Listing (Attachment 03). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Contractor Acquired Property FFP Year 3: Provide all Contractor Acquired Property (CAP) for use in the execution and management of all services. Shall provide a quarterly CAP report to the Contracting Officer and COR which contains at a minimum consumable items, final disposition of items purchased, and items retained as CAP. The Government will determine if the CAP will either be delivered or disposed of by the contractor prior to contract close out. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425	1	Each		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Contract Data Requirements List FFP Year 3: Delivery of all CDRLs and technical exhibits. Performance shall be in accordance with DD Form 1423, Contract Data Requirement Lists (CDRLs A001 - A021). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Aerial Support Services - Option Year 3 FFP Year 4 (Option Year 3): The contractor shall provide all Aerial Support Services as identified in Aerial Target Flight Services PWS Section 3 (inclusive of Appendices A-H) for Year 4 of the contract with a Period of Performance from 1 JUL 24 - 30 JUN 25. In accordance with Appendix G of the PWS, the contractor shall be prepared to support on average 100 launches of various target types per year. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Lot		
OPTION	Other Direct Cost COST Year 4: Other Direct costs required to execute the support services identified IAW Aerial Target Flight Services PWS 3.2.29 and 3.2.38. The ODC CLIN does not contain travel. The ODC CLIN can be used to buy all support items required for the service provider to execute the assigned mission. ODCs shall not contain profit/fee. Material overhead costs are authorized. (Note: a plug figure of \$1,595,060 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Lot		
OPTION	Unscheduled Events CPFF Year 4 (option Year 3): The contractor shall provide unscheduled or surge aerial flight services as identified in the PWS section 3.2.30 and 3.2.31. These target flights shall not exceed 10 launches per year of the various target types in Appendix G of the PWS. Target flights/launches may be for single, or multiple target profiles/scenarios. The Contracting Officer must approve each event prior to execution. PCO approval must be submitted with the Cost Voucher for payment. FOB: Destination PSC CD: R425				
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Lot		
OPTION	Travel COST Year 4: Provide approved travel support to execute all items contained in Aerial Target Flight Services PWS. Travel for marketing events or non-program related events are not authorized. The contractor shall be reimbursed for the actual and allowable costs incurred when traveling to and from performance sites in accordance with the Joint Travel Regulation, FAR 31.205-46, other applicable policies and regulations, and ATFS PWS section 2.7. (Note: a plug figure of \$411,470 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		1	Each		
OPTION	Contractor Manpower Reporting FFP Year 4: The contractor shall report manpower data for contract performance during Year 4 of the contract into the System for Award Management (www.sam.gov) IAW FAR 52.204-14 - Service Contract Reporting Requirements. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		1	Each		
OPTION	Government Furnished Property FFP Year 4: GFP for Year 4 of contract performance IAW PWS sections 2 and 3.8, CDRL A019 Status of Government Furnished Equipment Report, and Government Furnished Equipment Listing (Attachment 03). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	Contractor Acquired Property FFP Year 4: Provide all Contractor Acquired Property (CAP) for use in the execution and management of all services. Shall provide a quarterly CAP report to the Contracting Officer and COR which contains at a minimum consumable items, final disposition of items purchased, and items retained as CAP. The Government will determine if the CAP will either be delivered or disposed of by the contractor prior to contract close out. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425	1	Each		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	Contract Data Requirements List FFP Year 4: Delivery of all CDRLS and technical exhibits. Performance shall be in accordance with DD Form 1423, Contract Data Requirement Lists (CDRLs A001 - A021). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425	1	Lot		

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Aerial Support Services - Option Year 4 FFP Year 5 (Option Year 4): The contractor shall provide all Aerial Support Services as identified in Aerial Target Flight Services PWS Section 3 (inclusive of Appendices A-H) for Year 5 of the contract with a Period of Performance from 1 JUL 25 - 30 JUN 26 to include all transition phase-out activities and costs. In accordance with Appendix G of the PWS, the contractor shall be prepared to support on average 100 launches of various target types per year. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Lot		
OPTION	Other Direct Cost COST Year 5: Other Direct costs required to execute the support services identified IAW Aerial Target Flight Services PWS 3.2.29 and 3.2.38. The ODC CLIN does not contain travel. The ODC CLIN can be used to buy all support items required for the service provider to execute the assigned mission. ODCs shall not contain profit/fee. Material overhead costs are authorized. (Note: a plug figure of \$1,595,060 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Unscheduled Events CPFF Year 5 (option Year 4): The contractor shall provide unscheduled or surge aerial flight services as identified in the PWS section 3.2.30 and 3.2.31. These target flights shall not exceed 10 launches per year of the various target types in Appendix G of the PWS. Target flights/launches may be for single, or multiple target profiles/scenarios. The Contracting Officer must approve each event prior to execution. PCO approval must be submitted with the Cost Voucher for payment. FOB: Destination PSC CD: R425	1	Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Travel COST Year 5: Provide approved travel support to execute all items contained in Aerial Target Flight Services PWS. Travel for marketing events or non-program related events are not authorized. The contractor shall be reimbursed for the actual and allowable costs incurred when traveling to and from performance sites in accordance with the Joint Travel Regulation, FAR 31.205-46, other applicable policies and regulations, and ATFS PWS section 2.7. (Note: a plug figure of \$411,470 will be used by the Gov during the solicitation phase) FOB: Destination PSC CD: R425	1	Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Each		
OPTION	Contractor Manpower Reporting FFP Year 5: The contractor shall report manpower data for contract performance during Year 5 of the contract into the System for Award Management (www.sam.gov) IAW FAR 52.204-14 - Service Contract Reporting Requirements. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		1	Each		
OPTION	Government Furnished Property FFP Year 5: GFP for Year 5 of contract performance IAW PWS sections 2 and 3.8, CDRL A019 Status of Government Furnished Equipment Report, and Government Furnished Equipment Listing (Attachment 03). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		1	Each		
OPTION	Contractor Acquired Property FFP Year 5: Provide all Contractor Acquired Property (CAP) for use in the execution and management of all services. Shall provide a quarterly CAP report to the Contracting Officer and COR which contains at a minimum consumable items, final disposition of items purchased, and items retained as CAP. The Government will determine if the CAP will either be delivered or disposed of by the contractor prior to contract close out. This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		1	Lot		
OPTION	Contract Data Requirements List FFP Year 5: Delivery of all CDRLs and technical exhibits. Performance shall be in accordance with DD Form 1423, Contract Data Requirement Lists (CDRLs A001 - A021). This CLIN is Not Separately Priced. FOB: Destination PSC CD: R425				

---

 NET AMT

## Section C - Descriptions and Specifications

### INSPECTION AND ACCEPTANCE

#### **INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION**

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

### TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A (A001 – A021), attached hereto, and the following:

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

(1) PCO, Code **W900KK**.

Jason Jerome

Contracting Officer

U.S. Army Contracting Command – Orlando

12211 Science Drive

Orlando FL, 32826-3224

Jason.jerome3.civ@mail.mil

(2) ACO, Code **TBD**.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: **As directed by the specific CDRL**.

### AVAILABILITY OF DIDS

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

### CHANGES BY PCO ONLY

#### **AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

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

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

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

Jason Jerome  
Branch Chief /Contracting Officer  
U.S. Army Contracting Command – Orlando  
CCOR-CCD-B  
12211 Science Drive  
Orlando FL, 32826-3224  
Office: 407-208-5868  
FAX: 407-384-5248  
Jason.jerome3.civ@mail.mil

#### SECURITY CLASSIFICATIONS

The work and requirements relating to this contract are connected with National Defense. No information relating to the work shall be communicated, transmitted, or disclosed to any person not entitled to receive it. It is anticipated that some of the assigned work will be of a classified nature. Accordingly, it will be necessary for some personnel assigned to work under this contract to have security clearance(s). The Contractor shall be guided by and safeguard all classified information either generated by or associated with this contract in accordance with the DD254, Contract Security Classification Specification, provided as an attachment to this contract listed in Section J (Attachment 2).

#### LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, —Insurance -- Work on a Government Installation and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000.00 per person and \$500,000.00 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000.00 per person and \$500,000.00 per accident for bodily injury and \$500,000.00 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, other than passenger liability; \$200,000.00 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000.00 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	N/A	N/A	N/A	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE



52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0002	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0003	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0004	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0005	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0006	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0007	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
0008	POP 01-JUL-2021 TO 30-JUN-2022	N/A	N/A FOB: Destination	
1001	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	
1002	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	
1003	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	
1004	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	
1005	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	
1006	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	
1007	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination	

1008	POP 01-JUL-2022 TO 30-JUN-2023	N/A	N/A FOB: Destination
2001	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2002	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2003	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2004	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2005	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2006	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2007	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
2008	POP 01-JUL-2023 TO 30-JUN-2024	N/A	N/A FOB: Destination
3001	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3002	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3003	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3004	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3005	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3006	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3007	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
3008	POP 01-JUL-2024 TO 30-JUN-2025	N/A	N/A FOB: Destination
4001	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination

4002	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination
4003	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination
4004	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination
4005	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination
4006	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination
4007	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination
4008	POP 01-JUL-2025 TO 30-JUN-2026	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
252.211-7007	Reporting of Government-Furnished Property	AUG 2012

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

---

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

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

---

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	W900KK
Admin DoDAAC**	TBD
Inspect By DoDAAC	W8009B
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	W8009B
Service Acceptor (DoDAAC)	W8009B
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

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

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

Name	Email	Phone	Job Title	WAWF Role
Demetirus Lee	demetirus.l.lee.civ@mail.mil	(256) 842-0380	Acquisition POC	View-Only
Todd Barks	todd.d.barks.civ@mail.mil	(256) 876-1597	COR	Acceptor
Thomas Halverson	thomas.l.halverson.civ@mail.mil	(407) 208-5654	Contract Specialist	View-Only
Jason Jerome	jason.jerome3.civ@mail.mil	(407) 208-5868	Contracting Officer	View-Only

(g) WAWF point of contact.

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

Name	Email	Phone	WAWF Role
Ronald J. Crowder	ronald.j.crowder.civ@mail.mil	(407) 208-3032	Group Administrator (GAM)
Thomas J. Bunch	thomas.j.bunch.civ@mail.mil	(407) 384-3792	GAM

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

(End of clause)

## **SMALL BUSINESS PARTICIPATION**

### **G.1 - SMALL BUSINESS PARTICIPATION**

a. Small Business Participation data shall be submitted on a semi-annual basis in accordance with the Small Business Utilization Report, CDRL A022 (DI-MGMT-82041B), and the awardee's proposed Small Business Participation Commitment Document, listed in Section J (incorporated at contract award). The contractor shall report actual small business utilization achievements relative to proposed small business participation in performance of the contract (including subcontracting dollars/percentages relative to total contract value / total subcontracting). In addition, the report shall include the results of efforts to:

(1) Increase use of qualified small businesses through competition for acquisition of supplies or services, to enhance ability to meet performance specified in the contract.

(2) Engage small businesses, to increase capability and capacity, to serve as alternative sources, and to increase the quality of supplies or services to meet performance specified in the contract.

(3) If applicable, leverage Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) program funded technologies with high potential for transition to meet performance specified in the contract. If applicable, include the total number, and dollar amount of each, Phase III SBIR or STTR contracts.

b. The awardee's proposed Small Business Participation requirement of 15% (to be completed at contract award) is incorporated into the resulting contract. The Small Business participation dollars and percentages shall be measured by comparing the total actual contract dollars performed by Small Business concerns to the total yearly obligated

value of the contract. Failure to meet the overall Small Business Participation requirement of 15% (to be completed at contract award) in each 12-month performance period, beginning from contract award, will affect the assessment provided in the Contractor Performance Assessment Report System (CPARS) under Utilization of Small Business.

c. If, at any time during contract performance, the Contracting Officer determines that Small Business participation levels are not being maintained at or above the goal, the contractor will be required to submit a plan for reallocating resources in a manner that will ensure the goal will be met. The reallocation plan should be submitted no later than 15 days after notice from the Contracting Officer and implementation should begin within 20 days thereafter.



## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

H.1 This contract may require overseas performance. All FMS work can only be authorized with a signed Letter of Request (LOR)/Letter of Offer/Acceptance (LOA).

H.2 In accordance with DFARS 225.370 Contracts requiring performance or delivery in a foreign country:

(a) If the acquisition requires the performance of services or delivery of supplies in an area outside the United States, follow the procedures at PGI 225.370 (a).

(b) For work performed in Germany, eligibility for logistics support or base privileges of contractor employees is governed by U.S.-German bilateral agreements. Follow the procedures at Army in Europe Regulation 715-9, available at [http://www.eur.army.mil/g1/content/CPD/docper/docper\\_germanyLinks.html](http://www.eur.army.mil/g1/content/CPD/docper/docper_germanyLinks.html) under “AE Regs & Resources.”

(c) For work performed in Japan or Korea, see PGI 225.370 (b) for information on bilateral agreements and policy relating to contractor employees in Japan or Korea.

(d) For work performed in the U.S. Central Command area of responsibility, follow the procedures for theater business clearance/contract administration delegation instructions at PGI 225.370 (d).

The DFARS and DFARS PGI can be accessed online at: <https://www.acquisition.gov/content/regulations>.

H.3 In accordance with PWS 2.7 Travel / Temporary Duty (TDY):

(a) Contractor personnel traveling overseas must comply with applicable country clearance training and provide requested documentation 45 days prior to departure; the foreign country clearance guide is available at the following website: <https://www.fcg.pentagon.mil/>. A trip report may be required if directed by the COR or the Contracting Officer.

(b) Antiterrorism (AT) Awareness Training for Contractor Personnel Traveling Overseas. This standard language text required US based contractor employees and associated subcontractor employees to make available and to receive government provided area of responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit Antiterrorism Officer (ATO) being the local point of contact.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2020-O0008)	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	JUN 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-36 Alt I	Equal Opportunity for Workers with Disabilities (JUN 2020) -Alternate I	JUL 2014
52.222-41	Service Contract Labor Standards	AUG 2018

52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2020
52.245-1	Government Property	JAN 2017
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984

52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.225-7006	Acquisition of the AmericanFlag	AUG 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the

provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representations. The Offeror represents that--

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall



report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

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

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

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

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

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion

invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the commencement of the option period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020) - ALTERNATE I (SEPT 2015)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

Veteran-owned small business concern means a small business concern--

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990 – All Other Professional, Scientific, and Technical Services.

(2) The small business size standard is \$16,500,000.00.

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

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

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

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

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small



business concerns participating in the HUBZone joint venture: \_\_\_\_ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) 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.

(End of provision)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

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

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

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

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor 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.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
—	—
—	—
—	—

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall

provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

### 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this

contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in section 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted.

(2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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

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

<http://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 Regulations Supplement** (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)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

---



---



---



---

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)



## Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS/EXHIBITS**EXHIBITS**

Exhibit #	Description	No. of Pages	Document Date
Exhibit A	Contract Data Requirements List - CDRLs (A001 – A0022)	13	19 MAY 2020

**ATTACHMENTS**

Attachment #	Description	Number of Pages	Document Date
01	ATFS Performance Work Statement (PWS)	100	23 SEP 2020
02	DD 254 – DoD Contract Security Classification Specification	4	(At Award)
03	Government Furnished Property/Equipment Listing	28	28 SEP 2020
04	Past Performance Worksheet	4	28 SEP 2020
05	Collective Bargaining Agreement	40	28 MAR 2019
06	Area Wage Rate Determinations	TBD	TBD
07	Cross-Reference Matrix	TBD	TBD

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment 1 - ATFS-4 PWS	100	23-SEP-2020
Attachment 2	Exhibit A - ATFS-4 CDRL's	13	19-MAY-2020
Attachment 3	Attachment 3 - Government Furnished Property Listing	28	28-SEP-2020
Attachment 4	Attachment 4 - Past Performance Questionnaire	4	28-SEP-2020
Attachment 5	Attachment 5 - Collective Bargaining Agreement	40	28-MAR-2019

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \$16,500,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (     ) Paragraph (d) applies.
- (     ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

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

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

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

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

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

(End of provision)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

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

\_\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-17	Ownership or Control of Offeror	JUL 2016
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.237-1	Site Visit	APR 1984
252.215-7008	Only One Offer	JUL 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price with Cost CLINs C-Type contract resulting from this solicitation.

(End of provision)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Jason Jerome  
Branch Chief /Contracting Officer  
U.S. Army Contracting Command – Orlando  
CCOR-CCD-B  
12211 Science Drive  
Orlando FL, 32826-3224  
Office: 407-208-5868  
FAX: 407-384-5248  
Jason.jerome3.civ@mail.mil

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

Headquarters U.S. Army Materiel Command Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000



Fax: (256) 450-8840 or e-mail: [usarmy.redstone.usamc.mbx.protests@mail.mil](mailto:usarmy.redstone.usamc.mbx.protests@mail.mil)

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

(End of provision)

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

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

<http://www.acquisition.gov/browse/index/far>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

#### INSTRUCTIONS-CONDITIONS-NOTICE

**L.1 Introduction.** The Aerial Target Field Services (ATFS) will be a full and open competition under primary North American Industry Classification System (NAICS) 541990 – All Other Professional, Scientific, and Technical Services. The Government intends to award a standard non-commercial C-Type contract with a 60 months of performance broken out into a 12-month base period and four 12-month optional periods of performance.

The required method of proposal delivery is via the DoD Secure Access File exchange (SAFE) located at <https://safe.apps.mil/>. Hard copy proposals will not be accepted. Offerors shall ensure the recipients receiving the proposal submitted via DoD SAFE are the Points of Contact (POC) identified in this solicitation.

Offerors are encouraged to test the DoD SAFE proposal exchange methodology at least 72 hours prior to the proposal due date/time. The Government will confirm receipt, via email, within one business day. If confirmation email is not received, please coordinate directly with the PCO to resolve issue.

If there are any technical difficulties with DoD SAFE, the Offeror shall coordinate an alternate method for proposal submittal with the Primary POC, no less than 24 hours prior to the due date and time. It is the Offeror's responsibility to ensure that the entire proposal is received by the Government prior to the proposal due date and time. The date/time stamp of the last file submitted on SAFE is the official submittal time, all late proposals will not be opened. All proposals submitted must be in compliance with the full solicitation

The Offeror's proposal shall consist of five (5) volumes.

- Volume I – Factor 1 Technical
- Volume II – Factor 2 Past Performance
- Volume III - Factor 3 Small Business Participation
- Volume IV – Factor 4 Cost/Price
- Volume V – Contracting Information.

Files shall not contain classified data. The use of hyperlinks in proposals is prohibited.

Offerors are cautioned that “parroting” of the Technical requirements or the PWS with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

Offerors are encouraged to use quantitative terms wherever possible and avoid the use of qualitative and subjective terms to the maximum extent practicable. Offerors are cautioned that while the Government will not evaluate every PWS requirement for the purposes of the source selection evaluation, the awardee/Contractor will be required to comply with all PWS requirements during performance of the contract.

## **L.2 PROPOSAL SUBMISSION REQUIREMENTS**

L.2.1 Failure to submit in the correct format is grounds for non-compliance determination, at the sole discretion of the PCO.

L.2.2 It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening. All files shall be clearly identified with a filename appropriate to the content (e.g., Volume-I\_Technical\_Appendix-A). Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. If files are compressed, the necessary decompression program must be included. When submitting their proposal, Offerors shall follow these instructions.

L.2.3 File Packaging. All of the proposal files shall be separate documents in their native format; i.e. xls, doc, ppt. An Adobe Portable Document Format (PDF) version of all Microsoft Word documents shall also be included as a copy. All price breakdown information to aid in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2013. Please note – Self extracting .exe files are not acceptable. PDF documents shall use Adobe Acrobat 9.0 or later. Do NOT submit main documents in the PDF “image.” Teaming Agreements or Letters of Commitment may be in the image format.

L.2.4 All proposal files shall be verified to be free of any virus or malware.

L.2.5 All submitted files (MS Office and PDF) shall be created with textual search and copy functions enabled. Non-searchable signature pages are acceptable, but other submitted materials that are not searchable may not be evaluated, and the Offeror may be determined non-compliant, at the sole discretion of the PCO.

L.2.6 The following volumes of material shall be submitted:

<b>Volume/Factor/Title</b>	<b>Page Limit</b>
Vol. I – Factor 1 Technical	75
Vol. II –Factor 2 Past Performance	Unlimited
Vol. III – Factor 3 Small Business Participation	Unlimited
Vol. IV – Factor 4 Cost/Price	Unlimited
Vol. V – Contracting Information	Unlimited

Note: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. Documents submitted in their native format will be the control document and take precedence over PDF copies (e.g. difference in page count and/or content).

L.2.7 Acronym lists, cover pages, title pages, table of contents, cross reference matrices, dividers, index tabs, and lists of tables or figures will not be counted as part of the page count, so long as they are inserted solely for the purpose of reading ease and locating sections of the proposal. Pages marked: "This page is intentionally left blank" will not be counted nor evaluated. Additionally, teaming agreements, letters of commitment, the listing of known materials and ODCs, detailed 30-day Milestone Chart for Phase-in, and the Staffing Plan, attached to their respective volume, will not be counted as part of the page count.

L.2.8 Points of Contact:

<b>Contract Specialist</b>	<b>Branch Chief / Procuring Contracting Officer</b>
Thomas Halverson Army Contracting Command-Orlando 12211 Science Drive Orlando, FL 32826-3276 Telephone number: 407-208-5654 E-mail: <a href="mailto:thomas.l.halverson.civ@mail.mil">thomas.l.halverson.civ@mail.mil</a>	Jason Jerome Army Contracting Command-Orlando 12211 Science Drive Orlando, FL 32826-3276 Telephone number: 407-208-5868 E-mail: <a href="mailto:jason.jerome3.civ@mail.mil">jason.jerome3.civ@mail.mil</a>

L.2.9 Beneficial features offered beyond the requirements of this solicitation will be incorporated into the awardee's contract. The Offeror will be expected to perform based on the entire proposed approach, including any over-and-above features and/or merits contained within its proposal.

L.2.10 All questions/comments pertaining to this solicitation and its attachments shall be submitted in writing via e-mail to the contracting personnel listed above within 7 calendar days after the RFP issue date annotated in the SF 33 coversheet. Late questions may be answered at the Government's discretion. The Government will answer questions via BetaSam.Gov Website (<https://beta.sam.gov/>). Changes in the solicitation as a result of the questions will result in the issuance of a solicitation amendment prior to the deadline for final proposal submissions annotated in Block 9 of SF33 provided those comments/questions are received by 1400 EST. The proposal due date shall be stated on the SF33 or on the SF30 of any subsequent amendments. The Government requires that the proposal, in its entirety, be valid for at least one hundred and eighty (180) calendar days. The Offeror shall insert the validity date in Block 12 of the SF33.

L.2.11 Information previously submitted to the Government should be assumed unavailable during this proposal evaluation and source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal volume or other source (i.e., Volume I making reference to Volume II). For Volume I – Factor 1 – Technical, the Offerors may refer to another element within the Factor itself. Proposals submitted will not be returned. Alternate proposals will not be evaluated or accepted.

L.2.12 Pursuant to FAR Subpart 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions at the sole discretion of the PCO if it is later determined to be in the best interest of the Government. If discussions are to be conducted, a competitive range will be established and be comprised of only the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors and elements of this solicitation. The decision to establish a competitive range will be made at the sole discretion of the PCO. If the Government proceeds with exchanges with Offerors after the establishment of a competitive range, the PCO will schedule the discussion sessions, and notify each Offeror within the competitive range and provide additional instructions.

L.2.13 If the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the PCO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. At the end of discussions (if conducted), the Government will request Final Proposal Revisions (FPRs) from all Offerors still within the competitive range.

All or part of the successful offeror's technical proposal may be incorporated in the contract resulting from this solicitation into Section J. Nothing contained in the successful offeror's technical proposal shall constitute a waiver to any other requirement of the contract. In the event of any conflict between the successful offeror's technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with FAR 52.215-8 Order of Precedence.

If, after contract award, it is discovered that changes made during discussions were not incorporated in the PWS and/or technical proposal, such changes to the PWS and/or technical proposal shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

L.2.14 Clarifications are not discussions. Offerors may be given the opportunity to clarify certain aspects of the proposal or resolve minor or clerical errors (see FAR 15.306(a)(1) and (2)). Clarifications shall be documented on, and conducted via transmittal of, Evaluation Notices (EN) to the applicable Offeror.

L.2.15 Any proprietary information submitted separately for major subcontractors shall be furnished in the same format, level of detail, and submission due date as prescribed for the prime Offeror. Subcontractor proposals submitted separately are considered part of the Offeror's proposal, including the page count. All subcontractor proposals submitted separately must identify the prime contractor and be clearly marked IAW L.2 and L.3. If subcontractor proposals are late or not in accordance with the other submission requirements, the entire proposal may be considered non-compliant.

L.2.16 Anticipated Award: The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with Section M of this solicitation. The Government anticipates that the award will be made in the 4th quarter of the FY 2021. This information is provided for use as a basis for schedules and burden (labor, overhead, etc.) calculations.

### L.3 PROPOSAL FILES

L.3.1 Format. The submission shall be clearly indexed and logically assembled, including the attached Cross-Reference Matrix within Volume I – Factor 1 – Technical proposal. A Cross-Reference Matrix is not required for any other Volume; however, Offerors may submit their own Cross-Reference Matrix for Volume II, III, and/or IV. A Table of Contents should be created to delineate the paragraphs and subparagraphs within that volume. As annotated above, each Volume's Cross-Reference Matrix and Table of Contents does not count against that Volume's respective page limitations. Tab indexing shall be used to identify sections. Standard proposal text format shall be 12 point Arial or Times New Roman font.

All pages of each volume shall be appropriately numbered (X of Y) and shall contain the company name, date and solicitation number in the header and/or footer. Pages shall be numbered sequentially within each volume. All pages shall be marked: "SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104" in the footer. Additional data use restrictions shall be located in the header/footer area of each page where applicable. The signed Standard Form (SF) 33, each SF30 – as applicable – and Section K – Certifications and Representations may be submitted in Adobe.pdf file format. Microsoft Word and PDF files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right – no less than 1"  
 Gutter – 0"  
 From Edge – Header, Footer 0.5"  
 Page Size, Width – 8.5"  
 Page Size, Height – 11"

#### Page Orientation – Portrait or Landscape

Legible tables, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, and alike. These displays shall be uncomplicated, legible and can utilize an alternate paper size of 11x17, if necessary. For page-count purposes, each side of an 11x17 page with content will count as two pages. Font size for tables, graphs and figures shall be no smaller than 8-point Times New Roman or Arial font.

Format requirements provided in this section do not apply to Government provided documents, such as: Standard Forms, Section K, DD254 (Department of Defense Contract Security Classification Specification), Pricing, et cetera. RFP Attachment – Technical Experience Reference Workbook – shall use the text format, size and style, provided with the attachment, as is. For example, if an Attachment provides for 11pt, Calibri font for the Offeror fill-in boxes, the Offeror shall complete this attachment with text in 11pt, Calibri font. Additionally, attachments to the Offeror's proposal, such as: Teaming agreements, verification documents for Vol. I, et cetera, are not required to be compliant with the format requirements.

**L.3.2 Cross-Reference Matrix** –The intent of the Cross-Reference Matrix (Attachment 07) is to ensure that all requirements for Volume I – Technical Factor 1 are addressed and easily accessible to evaluators. The Cross-Reference Matrix must provide a single integrated index for the corresponding proposal Volume/Factor. The Cross-Reference Matrix is to assist evaluators during the evaluation; however, the Cross-Reference Matrix will not be evaluated.

**L.3.3 Compliancy Screening.** The proposal volumes will be evaluated in accordance with the Instruction to Offerors and Evaluation Criteria provided in Section L and M, respectively. Failure of an Offeror to provide all requested proposal information may render the Offeror's proposal non-compliant, and as such, the Offeror's proposal will not be evaluated, at the sole discretion of the PCO. If determined to be non-compliant, the PCO will notify the Offeror as soon as practicable.

**L.3.4** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. The Offerors shall ensure that each proposal volume submitted contains only the information relevant to that specific volume. The Offerors are cautioned that each volume of the proposal is evaluated standalone against the criteria set forth in Section M and the evaluators for one volume may be different than the evaluators of another volume. It is incumbent upon the Offerors to ensure they properly submit their proposals. If the data is not contained in the appropriate volume of the proposal, it will not be evaluated. For example, if Technical information is submitted under the Price Volume rather than the volume specified, the proposal will be evaluated as if the information was not submitted at all.

#### **L.4 Volume I – Factor 1 Technical Approach**

**L.4.1** The offeror shall provide its technical approach to satisfy the requirements listed in PWS sections 3.2 through 3.11. The Technical Approach shall include the following:

**L.4.1.1** Provide an Organizational chart for all personnel required to execute the entire PWS. The Organizational chart must identify the structure, qualifications, and certifications for each proposed position to include if the proposed position is exempt or not exempt to the Service Contract Labor Standards. Organizational charts may reference a specific location in the Volume III. Organizational Charts are not included in the page count. Contractors are encouraged to label the Organizational Charts similar to the PWS sections.

**L.4.1.2** Personnel (chosen by the offeror). Identify personnel and / or the methods for obtaining personnel who are exempt to the Service Contract Labor Standards (29 CFR 541) within the transition period.

**L.4.1.3** Identification of all subcontractors, teaming partners, committed distributors and joint ventures. Teaming Agreements, Letters of Commitment, Distribution agreements and other legal agreements are required for team members identified. A group of potential subcontractors or vendors can be utilized but an agreement or verifiable

proof of an agreement must be submitted. Identify what services or percentage of a service each subcontractor will perform. All partners will be identified as a large or small business in conjunction with the contractor determined North American Industry Classification System (NAICS) code.

L.4.1.4 Identify labor categories for each position (ensure consistency with the categories proposed in Volume IV, Cost/Price - do NOT include pricing in Volume I). Discuss back-up rationale and provide calculations showing the staffing build-up that clearly identifies the methodology used to arrive at the labor categories designated for each service category listed in the PWS section 3.2 through 3.11.

L.4.1.5 Provide how the offeror Technical Approach accommodates fluctuating workloads, specifically the ability to surge amount of employees to meet training requirements. Include a discussion of the factors considered in determining your proposed approach.

L.4.1.6 Provide a rationale that supports the benefits of the offeror's employee recruitment, retention, and development programs. The rationale should focus on maintaining a stable, trained, and flexible workforce.

## **L.5. Volume II - Factor 2 Past Performance**

L.5.1 This volume shall contain past performance information regarding similar contracts. This volume shall have an unlimited page count, excluding Past Performance Questionnaire Forms, consent letters, and letters of commitment. Offerors shall submit no more than three (3) Government and/or commercial contracts for the prime offeror and no more than three (3) Government and/or commercial contracts for each major subcontractor. Contracts shall have been awarded or performed during the past three (3) years from the issue date of this RFP and shall be relevant to the efforts required by this solicitation. Relevant efforts are defined as services/efforts that are the same as or similar to the effort required by the RFP; efforts involving aerial target operators' support, aerial target operational testing, unmanned aerial vehicle (UAV) logistics, and aerial target or UAV maintenance. Recentness is defined as worked performed within the last 3 previous calendar years, nothing prior to October 2017. Data concerning the offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractor's past performance information to the offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered. Each contract citation shall be organized into the following sections:

L.5.1.1 Section 1 – Contract Descriptions. This section shall include the following information in the following format.

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, telephone and fax numbers).

(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

(c) Government's technical representative/COR and current email address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax number.

(e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.

(g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).

(h) Awarded price/cost.

(i) Final or projected final price/cost.

(j) Original delivery schedule, including dates of start and completion or work.

(k) Final or projected final, delivery schedule, including dates of start and completion of work.

**L.5.1.2 Section 2 – Performance.** Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

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

(b) For all contracts, the offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to GFE component failures, and number and nature of failures attributable to the offeror's delivered product.

**L.5.1.3 Section 3 – Subcontracts.** Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS subparagraph number. This includes all subcontractors who will be providing critical services or whose subcontract is for more than 10% of the total proposed cost/price. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractor's past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors

**L.5.1.4 Section 4 – New Corporate Entities.** New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

**L.5.1.5 A Past Performance Questionnaire** contained in Attachment 04 must be completed and submitted. For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire must be completed and submitted. The offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to [thomas.l.halverson.civ@mail.mil](mailto:thomas.l.halverson.civ@mail.mil). The offeror shall e-mail to the Contracting Officer a list of all the POC's who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).

L.5.1.6 Submissions. Offerors are discouraged from providing points of contact with another contractors' facility, i.e., in case an offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency points of contact (POC) in lieu of subcontract numbers or prime contract POCs in situations as described above.

Definition.

*Major subcontractors* - Those subcontractors who will be providing critical services or whose subcontract is expected to exceed ten (10) percent of the total proposed contract price.

## **L.6 Volume III –Factor 3 Small Business Participation**

The Offeror shall prepare and submit a standalone Small Business Participation Volume in accordance with the following criteria:

**L.6.1.** The Small Business Participation Commitment Document, required from both Small and Large Business Offerors, shall be completely stand-alone, and not require any reference to another source, volume, or proposal. The information provided should assume that no cross-reference will be checked, and that all claims, approaches, and statements must be clearly articulated in their entirety within the proposal volume being submitted. The Small Business Participation Commitment Document will be incorporated into any resulting contract award.

All Offerors, both large and small businesses, are required to submit a Small Business Participation Commitment Document that clearly demonstrates a viable plan for meeting or exceeding the small business participation requirement of no less than 15% of the Total Contract Value. The Small Business Participation Commitment Document shall delineate each 12-month performance period during the BASE PERIOD, and each OPTION. The Small Business Participation Commitment Document shall contain representation from small business, small disadvantaged business (SDB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), woman-owned small business (WOSB), or Historically Underutilized Business Zone small business (HUBZone). For example, if the total amount of delivery orders awarded within a 12-month ordering period have a funded value of \$1,000,000.00, the contractor should satisfy the 15% Small Business Participation requirement of at least \$100,000.00 over this 12-month performance period. A small business Offeror can meet the Small Business Participation requirement through performance as a small business, or a combination of performance and small business subcontracting.

Offerors shall submit a single Small Business Participation Commitment Document in accordance with DFARS 215.304. The commitment document shall include the following:

a. Type of Business of prime contractor (Check all applicable boxes):

- ☐ Large (Other Than Small)
- ☐ Small (also check type of small business below):
  - ☐ Small Disadvantaged Business (SDB)
  - ☐ Veteran-Owned Small Business (VOSB)
  - ☐ Service-Disabled Veteran-Owned Small Business (SDVOSB)
  - ☐ Woman-Owned Small Business (WOSB)
  - ☐ Historically Underutilized Business Zone Small Business (HUBZone)

b. Total Evaluated Price: \$ \_\_\_\_\_

c. Dollar Value performed by Offeror as Prime Contractor: \$ \_\_\_\_\_



d. Dollar Value and Percentage of Total Contract Value awarded to both large and small businesses. All percentages should use Total Contract Value as a baseline. Include only first tier subcontractors. Fill in all applicable sections of the table below.

	Dollar Value	Percentage of Total Contract Value
Large:	\$	%
Small (*See Note 1):	\$	%
Total:	\$	100% (*See Note 2)

\*NOTE 1: Small includes: Small Business, Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone). Only include once regardless if represented in multiple groups.

\*NOTE 2: Include the Prime Offeror's dollars and percentage(s). When combined, Large and Small Business totals must equal 100% of the Total Contract Value.

e. The Offeror shall populate the tables below to identify all anticipated prime Offeror and subcontracted supplies/services. When combined, prime Offeror and anticipated subcontracted totals must equal 100% of the Total Contract Value. The sum of the Estimated Total Dollars for Each Service/Supply for the stated small business subcontractors should ultimately lead to achieving the Small Business Participation requirement of no less than 15% for each 12-month performance period during the BASE PERIOD, and each OPTION. The Offeror shall create as many rows and tables as necessary to adequately identify all first tier subcontractors for each 12-month performance period during the BASE PERIOD, and each OPTION.

Pursuant to Section 8(d) of the Small Business Act, a subcontractor is considered a "small business" if it does not exceed the size standard for the North American Industry Classification System (NAICS) code that the prime Offeror determines for the services or supplies being acquired by the subcontract. It should be noted that the NAICS code determined for the subcontract may or may not be the same NAICS code as the one for prime Offeror's contract with the Government.

The prime Offeror shall provide written representation (signed letter/memorandum) of the size status as a "small business" for each first tier subcontractor listed as a small business in the tables below; the written representation shall be provided as part of the prime Offeror's Small Business Participation Volume, and include the following: (1) a statement showing the NAICS code determined by the prime Offeror for the services or supplied being acquired by the subcontract, and confirming the subcontractor does not exceed the size standard for the NAICS code; (2) a statement confirming that this certification is current, accurate, and complete; (3) full company name, mailing address, and DUNS or CAGE code; (4) dated and signed by senior company representative. In lieu of the written representation, the prime Offeror may instead provide the subcontractor's System for Award Management (SAM) profile, with FAR 52.219-1 (Small Business Program Representations) expanded to display the full text of the clause, if the SAM profile includes the NAICS code determined by the prime Offeror for the services or supplied being acquired by the subcontract; and the subcontractor represents to the prime Offeror that the SAM profile is current, accurate and complete.

#### BASE PERIOD

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor	Type of Service/Supply	Estimated Total Dollars for Each Service/Supply
Prime Offeror:		N/A		\$
Large:				\$
Small:				\$
Total:	N/A	N/A	N/A	\$

**OPTION 01**

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor	Type of Service/Supply	Estimated Total Dollars for Each Service/Supply
Prime Offeror:		N/A		\$
Large:				\$
Small:				\$
Total:	N/A	N/A	N/A	\$

**OPTION 02**

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor	Type of Service/Supply	Estimated Total Dollars for Each Service/Supply
Prime Offeror:		N/A		\$
Large:				\$
Small:				\$
Total:	N/A	N/A	N/A	\$

**OPTION 03**

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor	Type of Service/Supply	Estimated Total Dollars for Each Service/Supply
Prime Offeror:		N/A		\$
Large:				\$
Small:				\$
Total:	N/A	N/A	N/A	\$

**OPTION 04**

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor	Type of Service/Supply	Estimated Total Dollars for Each Service/Supply
Prime Offeror:		N/A		\$
Large:				\$
Small:				\$
Total:	N/A	N/A	N/A	\$

**L.6.2. Complexity and Variety of Small Business Work**

The Offeror shall provide a short description of the specific services/supplies to be provided and the nature of complexity by each small business, the rationale supporting small business selection(s), and the estimated total dollar value for each service/supply. Complexity is defined as the level of involvement for performance of functions provided by the small business concerns. Increased complexity and variety of involvement for the performance of functions that support the growth of the small business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

**L.6.3. Role of Small Business Firms and Processes**

The Offeror shall provide an explanation pertaining to the process the Offeror uses for identifying, competing, and selecting small businesses for subcontracted work, and how the process will be used to meet or exceed the Offeror's small business participation requirement.

**L.6.4. Commitment to Use Small Business Firms:**

The Offeror shall provide documentation regarding individual and enforceable commitments (i.e. signed letter of intent or teaming agreement signed by both parties) to utilize any Small Business firms, as defined in FAR Part 19, as subcontractors. Copies of such commitments shall be provided as part of Offeror's Small Business Participation Volume.

**L.6.5. Compliance with FAR 52.219-8 Requirements**

**L.6.5.1.** All Offerors shall submit evidence of compliance with FAR clause 52.219-8, entitled "Utilization of Small Business Concerns," consisting of three (3) past relevant contracts, to include evidence of attainment of Small Business Participation requirements as a percentage of Total Contract Value/Price for the past three (3) calendar years, based on the release date of this solicitation, for each relevant contract to include requirement identification and achievement. Offerors shall submit evidence for contracts with performance within the aforementioned three (3) year timeframe, even if contract performance ended at the beginning of the three (3) year timeframe; for example, if contract performance ended 25 FEB 2020, the Offeror shall submit evidence for the three (3) previous calendar years (2017, 2018, and 2019). Relevancy is defined as efforts of the same scope of the PWS/Specification associated with this RFP.

**L.6.5.2.** Evidence of compliance includes, but is not limited to the following: identification of small businesses previously utilized; description of the specific services/supplies provided by those small businesses; description of the complexity of the work performed by the small businesses; reporting of small business performance in CPARS; and history of prompt payments to small business. A small business Offeror shall include its own performance in the documentation. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, supporting the Offeror's past utilization of Small Business on relevant contracts, should be reported.

**L.6.5.3.** If an Offeror has not supported contracts with FAR 52.219-8 requirements, the Offeror shall so state.

**L.6.5.4.** Offerors consisting of a joint venture (JV) that do not have three past relevant contracts shall satisfy the above requirements by submitting the information of that of the managing partner of the joint venture.

**L.6.6. Compliance with FAR 52.219-9 Requirements**

**L.6.6.1.** Large Business Offerors shall provide evidence of compliance with the requirements of FAR clause 52.219-9, entitled "Small Business Subcontracting Plan," for the past three (3) calendar years, from the release date of this solicitation, under three (3) separate relevant contracts. Relevancy is defined as efforts of the same scope of the PWS/Specification associated with this RFP..

**L.6.6.2.** Documentation of how FAR 52.219-9 requirements were met shall include copies of Individual Subcontract Report (ISR) from the Electronic Subcontracting Reporting System (eSRS); or Summary Subcontract Report (SSR), if the Offeror has a Comprehensive Small Business Subcontracting Plan (Test Program). If SSR's are provided as a result of a Comprehensive Small Business Subcontracting Plan (Test Program), provide actual achievements that correlate with the past three (3) calendar years under the three (3) separate relevant Government or commercial contracts identified. Large Businesses that have never held a contract incorporating FAR 52.219-9 shall so state.

**L.6.6.3.** Information on any awards received within the past three (3) calendar years, from the release date of this solicitation, for outstanding support to Small Business, Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone), and if applicable, Historically Black Colleges and Universities / Minority Institutions (HBCU/MI).

**L.6.6.4.** Past Performance evaluation ratings, in the Contractor Performance Assessment Reporting System (CPARS), obtained on management of your subcontracting program, including utilization of small businesses on three (3) prior or current DoD contracts. It is the Government's intent to receive a narrative from Offerors in response to how they've achieved a history of compliance with FAR 52.219-9 within the Small Business Participation Commitment Document, not the actual CPARS report.

**L.6.6.5.** Offerors not having relevant Government or commercial contracts for the past three calendar years, that are members of a JV, can satisfy the requirements to provide proof of compliance with FAR 52.219-9 by submitting substantiating ISR or SSR documentation from the managing partner of the Joint Venture.

**L.7 Volume IV – Factor 4 – Cost/Price.**

This volume shall consist of all information, required to support proposed costs and prices. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The information submitted in this volume shall comply with FAR 15.408, Table 15-2, and the requirements set forth below. There are no page limitations for this volume. The Offeror and major subcontractors shall provide their Cage Code in this volume. The specific direct labor rates utilized to price the proposal must be identified in the cost and pricing proposal only.

L.7.1 The Offeror and Major Subcontractors shall submit contact information (name, telephone number and email address) for their cognizant Defense Contract Management Agency (DCMA) ACO and cognizant DCAA supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify their cognizant federal auditing agency or agencies (and include the individual contact information). The Offeror shall submit a copy of the most recent DCAA or DCMA review letter regarding the status of their accounting system. If the Offeror's accounting system was disapproved or deemed to be not adequate, the Offeror shall identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the Offeror's accounting system has never been audited by their cognizant federal audit agency, the Offeror shall so state. If the Prime or Major Subcontractor does not have an approved accounting system, the Offeror shall complete SF1408 - Pre-award Survey of Prospective Contractor Accounting System Checklist. If that letter is more than a year old and the Offeror has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report will also be submitted and included in the Proposal Volume IV– Cost/Price.

L.7.2 If applicable, the Offeror(s) shall disclose information pertaining to any proposed Joint Venture (JV), JV mentor-protégé or mentor-protégé agreement. If a subsidiary or JV, then the Offeror shall provide information identifying all affiliates and provide a copy of the binding documentation (e.g. Contract, Agreement, Evidence) validating the legally binding business relationship. A properly executed Corporate Guaranty Agreement should also be provided. DCMA Form 1620 is provided in Section J, and shall be completed and submitted where applicable.

L.7.3 (reserved)

L.7.4 The offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF33 and continuation sheets. The Government will provide a plug figure for the ODC and Travel CLINs for the Base and Option years as well as the 6-month 52.217-8 period.

L.7.5 The proposal shall set forth a summary of the total estimated costs by cost element and shall provide a breakdown of the proposed estimated costs of each CLIN separately, including all direct and indirect charges and fees. Proposals will use unit prices without cents, all CLINs will be rounded to the dollar.

L.7.6 The Offeror shall provide a signed SF 33 in CONTRACTING INFORMATION which contains all prices. The Government will utilize the SF 33 to conduct a price analysis.

L.7.7 Cost Plus Fixed Fee (CPFF) CLINs: The proposal shall set forth a complete breakdown of the direct and indirect rates by category and the rationale thereof. The Offeror shall provide the burdened rate build-up for each labor category to include (Fringe, Overhead, Other Indirect(s), General & Administrative (G&A) and Profit) and shall be IAW the Offeror's provided Disclosure Statement or Established Practices Documentation. A separate rate build-up shall be included for each labor category provided for the base and each out year. Provisions for overtime and shift differential charges shall be clearly addressed on a per-hour basis. Bid codes (applicable codes used to identify a labor category in the offerors accounting system), employee names and/or other documentation (such as assigned letter of commitment for personnel not currently employed by the offeror) to support the rates proposed shall be provided. Letters of commitment shall clearly identify the prospective employees' agreed-to salary/hourly rate and other pertinent conditions of employment. The same detailed support data shall be furnished for all major subcontractors. A major subcontractor is defined as a member of the offeror's overall team who is expected to perform 10% or more of the proposed effort for evaluation purposes. The Government will accept sealed subcontractors packages in the proposal.

L.7.7.1 Direct labor rates shall identify the baseline (takeoff point) plus projected escalation for each basic and option period, and the methodology for computing composite labor rates shall be shown. For example: 3 months of FY18 + 9 months of FY19 divided by 12 = the average labor rates for the contractual period of performance. The offeror and each subcontractor shall clearly state their fiscal year. Offerors are advised that projected escalation must be applied to both exempt and non-exempt labor categories. The direct labor rates, escalation factors, indirect rates, and fully burdened labor rates (exclusive of profit/fee) for the last year will be used, if required, to extend services if the Option to Extend Services (FAR 52.217-8) is exercised.

L.7.7.2 Direct labor hours and rates shall be delineated by labor category by contract year for the offeror and each subcontractor. The labor hour delineation must be directly traceable to the same information proposed in the Technical Approach Volume - 1. The Offeror and major subcontractors shall submit its actual average rates for the 2017, 2018 and 2019 contractor fiscal years, for each and every labor category proposed. If no actual average direct rate exists, the Offeror shall provide the methodology and source references it utilized to develop the proposed direct labor rate.

L.7.7.3 The Offeror and its major subcontractors shall provide the following information according to the following order of preference as supporting information to enable the Government's evaluation. Current Forward Pricing Rate Agreement (FPRA) or Current Forward Pricing Rate Recommendation (FPRR) provided by the cognizant Administrative Contracting Officer(s) (ACO). Forward Pricing Rate Proposals and provisional billing rates are not acceptable.

L.7.7.4 Indirect rates shall be proposed in the same manner as direct labor rates, i.e., by contract year with the methodology used to derive any composite rates proposed. The Offeror shall provide supporting evidence (allocations, applications, calculations, and methodologies) for each indirect rate to be proposed. The Offeror shall submit base, pool sales and calculated actual rates for the 2017, 2018 and 2019 contractor fiscal years and forecasted future sales. If labor is the allocation base for indirect costs, the labor cost should be summarized in order that the application of overhead rate can be easily understood. If no historical data is available the Offeror shall provide the supporting evidence as required by this Section.

L.7.8 Pursuant to the Service Contract Act of 1965, the determination by the Secretary of Labor as to the applicable minimum monetary wage and fringe benefits will be made part of any resulting contract. For evaluation purposes only, the Government has incorporated the applicable Collective Bargaining Agreement as Solicitation Attachment (5) and Area Wage Determinations as Solicitation Attachment (6). The offeror shall provide a crosswalk of the proposed labor categories against the Area Wage Determinations.

L.7.9 Offerors are reminded of the requirements of Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C. 1127, formerly 41 U.S.C. 435), as amended, which limits allowable costs for senior executive personnel compensation to \$693,951 per year.

L.7.10 For proposal preparation purposes, the expected or approximate date for initiation of contract performance is **01 July 2021**.

## **L.8 VOLUME V – CONTRACTING INFORMATION**

This volume shall contain the following items:

L.8.1 Statement of Compliance. Each Offeror shall include a statement indicating complete compliance with the solicitation, or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s).

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

a. The proposed pricing within the Pricing Proposal Volume are binding and will be utilized for the life of the contract. Direct and fully burdened labor rates, inclusive of profit/fee, along with associated escalation factors used, within the Pricing Proposal Volume as proposed or if negotiated (if applicable) are binding and will be utilized for the life of the contract.

b. Regardless of the involvement in evaluations, all requirements of the Contract PWS will be met.

c. The proposed prices are sufficient for the ATFS PWS scope and estimated ceiling. Additional work/effort will not be proposed unless the ATFS base PWS scope or ceiling is revised.

L.8.2 Signed SF33 and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response. Input all proposed CLIN information into Section B to include the values provided by the Government.

L.8.3 Signed Representations, Certifications, and Acknowledgements, SF30 (if applicable), and the completed clauses in Section K, Certifications and Representations, Proof of SAMS Registration.

L.8.4 Teaming Agreement, Letters of Commitment. The Government will review any Letters of Commitment contained in Volume V to verify they are referenced in Volume I Technical. Letters of Commitment are to be submitted in Volume V only

L.8.5 Subcontracting Plan. Large Business offerors only shall provide a Small Business Subcontracting Plan meeting the requirements of FAR clause 52.219-9 and DFARS clause 252.219-7003 (or DFARS clause 252.219-7004 if the offeror has a Comprehensive Small Business Subcontracting Plan). The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a Large Business and will be incorporated into any resultant contract. The Small Business Subcontracting Plan shall reflect and be consistent with the commitments stipulated in the offeror's proposed Small Business Participation Commitment Document. The Small Business Subcontracting Plan shall be provided as part of Volume V – Contracting Information.

If during the responsibility determination, prior to award, the Government has questions regarding the potential awardee's Small Business Subcontracting Plan, the communications and questions are not part of discussions as defined in FAR 15.306, Exchanges with Offerors After Receipt of Proposals. Failure to submit and resolve differences between the offeror's proposed Small Business Participation Commitment Document and the offeror's Small Business Subcontracting Plan will result in the offeror's proposal to be determined non-compliant and ineligible for award.

L.8.6 Property Management Plan. In accordance with clause 52.245-1 Government property the contractor shall provide the Government with a property plan as part of their proposal submission. The plan shall be implemented at the contract, program, and site or entity level to enable the following. The plan shall include the following (not all inclusive list) and shall delineate and provide the rationale for how the contractor will manage the property. Failure to submit will result in evaluation delays and award schedule.

1. Acquisition of property documentation

2. Receipt of Government Property
3. Government-furnished property
4. Contractor-acquired property
5. Records of Government property
6. Use of a Receipt and Issue System for Government Material
7. Physical inventory

The contractor shall abide by any and all other requirements of clause 52.245-1.

L.8.7 Government Property. The Offeror shall provide the following information—

a. A list or description of all Government property that the offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property)

b. The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent

c. The amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges.

d. A description of the offeror's Property Management system, plan, and any customary commercial practices, voluntary consensus standards, or industry-leading practices and standards to be used by the offeror in managing Government property

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

EVALUATION FACTORS FOR AWARD

M.1 **BASIS FOR AWARD:** This proposal evaluation and award will be made pursuant to FAR Part 15.101-1 for Best Value Decision, Department of Defense (DOD) Source Selection Guide, the Army Source Selection Supplement (AS3), and applicable local guidance) that is determined to be the most beneficial to the Government. The rationale for the subjective tradeoffs will be documented IAW FAR Subpart 15.406. Best Value Subjective Trade-off procedures will be utilized with award made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with consideration given to price and non-price factors.

M.2 **Evaluation Factors:** Offerors are required to submit a proposal to address the four (4) evaluation factors. There are no subfactors.

Factor 1 Technical Approach  
Factor 2 Past Performance  
Factor 3 Small Business Participation  
Factor 4 Cost/Price

**M.2.1 Relative Order of Importance:**

Factor 1 – Technical Approach is significantly more important than Factor 2 - Past Performance and Factor 3 - Small Business when combined.

Factor 3- Small Business Participation is equally important to Factor 2 – Past Performance.

Factor 2 - Past Performance and Factor 3 - Small Business are individually more important than Factor 4 - Cost/Price

**M.2.1.1 All non-cost factors combined (Factors 1, 2 and 3) are significantly more important than Factor 4, Cost/Price.** The degree of importance allocated to Factor 4 Cost/Price will increase as the offerors' proposals become more equal in the non- cost factors. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for the Technical Approach Factor and the Small Business Participation Factor. An evaluation rating of “Unacceptable” or “Marginal” for any subfactor within the Technical Approach or Small Business Participation Factors will cause the entire factor to be evaluated as “Unacceptable” or “Marginal”.

M.2.1.2 The Government intends to make a source selection based on a competitive acquisition for a contract utilizing the Best Value Tradeoff Process. The rationale for tradeoffs will be documented IAW FAR Subpart 15.406. The Government intends to make a single award to the offeror whose proposal represents the best value to the Government in accordance with the evaluation criteria of this Solicitation. Best value means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement (See FAR 2.101). The Government may also award to other than the highest technically rated proposal if the Government determines that paying a price premium is not warranted. Offerors will be cautioned that the award may not necessarily be made to the lowest cost offered.

M.2.1.3 The Government intends to evaluate proposals and award a contract without discussions; thus, the Offeror’s initial proposal material should contain the Offeror’s best terms, conditions, and prices. However, the Government reserves the right to enter into discussions at the sole discretion of the Procuring Contracting Officer (PCO). If discussions are to be conducted, a competitive range will be established and be comprised of only the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors and subfactors of this solicitation. The decision to establish a competitive range will be made at the sole discretion of the PCO. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range



exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2.1.4 Offerors are cautioned that while the Government will not evaluate every PWS requirement (Section J of the solicitation, Attachment 01) for the purposes of the source selection evaluation, the awardee will be required to comply with all of the PWS requirements during contract performance. The Government may determine, at its discretion, that an offeror's proposal is unacceptable if the proposal indicates that: it cannot or will not meet any, a portion or some of the PWS requirements; or: includes data which prompts the Government to question the Offeror's compliance with ANY of the PWS requirements. Unacceptable proposals will be rejected; the PCO will notify an offeror if the proposal is rejected IAW FAR 15.503(a)(1).

**M.3 EVALUATION APPROACH:** All proposals deemed complete and in compliance with the RFP shall be subject to evaluation by the Source Selection Evaluation Board (SSEB).

M.3.1 The overarching evaluation approach for all factors is as follows:

a. Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

b. Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

#### **M.4 Volume I – Factor 1 Technical Approach:**

M.4.1 The Government will evaluate the proposed Technical Approach utilizing Table 1 - Combined Technical / Risk Rating Evaluation Criteria. The Government will evaluate the proposed Technical Approach Factor to assess feasibility and the Offerors understanding of the requirement identified in the Aerial Target Flight Services Performance Work Statement.

M.4.1.1 The Government will evaluate the feasibility of the proposed staffing as well as the adequacy of the Offerors response to provide the required knowledge, skills, experience, and qualifications in accordance with PWS 2.6.2 to fulfill PWS 3.2 – 3.11. The approach will be evaluated to ensure it is reasonable, comprehensive and minimizes the risk of unsuccessful performance. Significant consideration will be given to a flexible and efficient approach that minimizes employee turnover while maintaining successful performance.

M.4.1.2 The Government will evaluate the Offerors innovative ideas for employee recruitment, retention and continued development of qualified personnel.

##### **M.4.1.3 Technical Approach Factor Ratings**

The Combined Technical/ Risk Factor Ratings, below focus on the strengths, deficiencies, weaknesses, risks and uncertainties of the offeror's proposal. The color rating depicts how well the offeror's proposal meets the Technical subfactor requirements.

<b>TABLE 1 – COMBINED TECHNICAL/RISK RATINGS</b>		
<b>Color</b>	<b>Rating</b>	<b>Description</b>

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 un-awardable.

#### M.4.1.3.1 Factor 1 Definitions

**Deficiency.** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

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

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

**Weakness.** A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

**Significant Weakness.** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001

### M.5 Volume II- Factor 2 Past Performance

M.5.1 The Factor 2 evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by the Offeror's record of past performance in the Past Performance Questionnaire, Past Performance Information Retrieval System (PPIRS), past performance proposal submission, Contractor Performance Assessment Reporting System (CPARS), and any other information available to the Government. The prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to derive the offeror's Factor 2 rating. The Government will conduct a performance risk assessment based on the quality, relevancy, and recentness of the offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Recentness is defined as worked performed within the last 3 previous calendar years, nothing prior to October 2017. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed major subcontractors as it relates to all solicitation requirements. Offerors without a record of relevant past performance or those who have no past performance information available will not be evaluated favorably or unfavorably on past performance. The evaluation will include all aspects of cost, schedule, and performance, including the Offeror's record of:

- a. Quality of services and conformance to standards of good workmanship,
- b. Adherence to contract schedules, including the administrative aspects of performance,
- c. Program execution within cost,
- d. Business-like concern for the interest of its customers,
- e. Management of personnel, and
- f. Recruitment and retention.

A significant achievement or problem in any aspect of the work can become an important consideration in the source selection process. A negative finding under any aspect may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal.

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving good past performance rests with the offerors.

The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS.

g. Evaluation of past performance shall be in accordance with this plan utilizing the forms and questionnaires set forth in Section J, attachment 4.

h. The offerors will be reminded to include the most recent and relevant efforts (within the past three years) in their proposal. Absent any recent and relevant past performance history ***or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned***, the offeror will be assigned an "No Confidence rating" and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the offeror in its proposal and data obtained under Federal, State or Local government or commercial contracts for same or similar services as compared to the North American Industry Classification System (NAICS) 541990. Data used in conducting performance risk assessments shall not extend past three years prior to the issue date of the RFP, but may include performance data generated during the past three years without regard to the contract award date.

i. Offerors shall submit no more than three (3) Government and/or commercial contracts for the prime offeror and no more than three (3) Government and/or commercial contracts for each major subcontractor. Contracts shall have been awarded or performed during the past three (3) years from the issue date of this RFP and shall be relevant to the efforts required by this solicitation. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available.

j. The past performance factor considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are two aspects to the past performance evaluation: relevancy and performance confidence assessment.

k. **RELEVANCY:** The first aspect of the past performance evaluation is to assess the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming in terms of contracts for operations, maintenance and event support. For purposes of this solicitation, relevant efforts are defined as services/efforts that are the same as or similar to the

effort required by the RFP; efforts involving aerial target operators' support, aerial target operational testing, unmanned aerial vehicle (UAV) logistics, and aerial target or UAV maintenance.

<b>Past Performance Relevancy Ratings</b>	
<b>Rating</b>	<b>Definition</b>
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.

l. **QUALITY ASSESSMENT:** Assess the quality of the offeror's past performance on those recent efforts that were determined relevant by determining how well the contractor performed on the contracts. Documented results from Past Performance Questionnaires, CPARS, and other sources form the support and basis for this assessment.

m. **PERFORMANCE CONFIDENCE ASSESSMENT:** The final step is for the team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from the chart below. This rating considers the assessed quality of the relevant/recent efforts gathered. Ensure the rationale for the conclusions reached are included.

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

#### **M.6 Volume III – Factor 3 Small Business Participation**

All Offerors (both large and small businesses) will be evaluated for whether the Offeror meets or exceeds the Small Business Participation requirement of no less than 15% of the Total Contract Value in each 12-month performance period during the BASE PERIOD, and each OPTION, with representation from small business, small disadvantaged business (SDB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), woman-owned small business (WOSB), or Historically Underutilized Business Zone small business (HUBZone).

Proposals not meeting the Small Business Participation requirement of no less than 15% may be considered ineligible for award.

#### **M.6.1. Small Business Participation Commitment Document**

The Government will verify the total value in the Small Business Participation Commitment Document is consistent with the Total Contract Value, as stated in Section B, Contract Minimum/Maximum Quantity and Contract Value. Proposals that are not consistent between the Small Business Participation Commitment Document and the Total Contract Value, may be considered “unacceptable,” and therefore rejected; the Contracting Officer will notify an Offeror if the proposal is rejected in accordance with FAR 15.503(a)(1).

#### **M.6.2. Complexity and Variety of Small Business Work**

The complexity and variety of the work assigned to small business firms; increased complexity and variety that supports the growth of the small business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

#### **M.6.3. Role of Small Business Firms and Processes**

The extent to which small business firms and processes for competing/identifying areas for small business, as defined in FAR 19, are specifically identified in proposals. Detailed processes focused on increasing Small Business Participation will be weighted more heavily than generic or non-existent ones. Offerors who clearly demonstrate how this process for identifying, competing, and selecting small businesses for subcontracted work will enable them to meet or exceed the Small Business Participation requirements will be rated more favorably.

#### **M.6.4. Commitments to Use Small Business Firms**

Enforceable/binding agreements (i.e. signed letter of intent or teaming agreement signed by both parties) will be weighted more heavily than non-enforceable/non-binding ones. For evaluation purposes unsigned enforceable/binding agreements shall be treated as non-enforceable/non-binding documentation.

#### **M.6.5. Compliance with FAR 52.219-8 Requirements**

For all Offerors, the Government will evaluate compliance with FAR 52.219-8, “Utilization of Small Business Concerns,” requirements; to include achievement of Small Business Participation requirements as a percentage of Total Contract Value on three (3) past relevant contracts over the past three (3) calendar years. Offerors who describe past performance which clearly demonstrates the capability to meet the requirements of FAR 52.219-8 will be rated more favorably. Offerors who clearly demonstrate long-term relationships with small business subcontractors (i.e. mentor-protégé relationships), supporting the Offeror's past utilization of small business concerns, will be rated more favorably. If an Offeror has stated in their proposal that they have no prior performance supporting contracts with FAR 52.219-8 requirements, the Offeror will not be evaluated favorably or unfavorably.

#### **M.6.6. Compliance with FAR 52.219-9 Requirements**

For large business Offerors, the Government will evaluate compliance with FAR 52.219-9, “Small Business Subcontracting Plan,” requirements on three (3) separate relevant contracts over the past three (3) calendar years. Offerors who clearly demonstrate the ability to meet the requirements of FAR 52.219-9 will be rated more favorably. If an Offeror has stated in their proposal that they have no prior performance supporting contracts with FAR 52.219-9 requirements, the Offeror will not be evaluated favorably or unfavorably.

#### **M.6.7. SMALL BUSINESS PARTICIPATION RATINGS**

Ratings described below shall be used for the Small Business Participation evaluation and an “Adjectival” rating will be assigned to each Offeror.

##### **Small Business Participation Ratings**

Color Rating	Rating	Description

<b>Blue</b>	<b>Outstanding</b>	Proposal indicates an exceptional approach and understanding of the small business objectives.
<b>Purple</b>	<b>Good</b>	Proposal indicates a thorough approach and understanding of the small business objectives.
<b>Green</b>	<b>Acceptable</b>	Proposal indicates an adequate approach and understanding of the small business objectives.
<b>Yellow</b>	<b>Marginal</b>	Proposal does not demonstrate an adequate approach and understanding of the small business objectives.
<b>Red</b>	<b>Unacceptable</b>	Proposal does not meet small business objectives.

#### M.6.8. EVALUATION DEFINITIONS

<b>Significant Strength</b>	An aspect of the Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.
<b>Strength</b>	An aspect of the Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
<b>Weakness</b>	A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.
<b>Significant Weakness</b>	A flaw in the Offeror's proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.
<b>Deficiency</b>	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

#### M.7 Volume IV - Factor 4 Cost/Price

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

**M.7.1 Total Evaluated Price Calculations** Each Offeror will be evaluated to ensure their total evaluated price (TEP) is fair and reasonable. The total evaluated price will be the sum of the FFP CLINs, Cost Plus Fixed Fee CLINs, any adjustments due to Cost realism on CLIN X003, the Government plug amounts for ODC and Travel, and the 6-month FAR 52.217-8 period CLINs. The Government will calculate the FAR 52.217-8 6-month option period to extend services by dividing the total cost of the last proposed year (Year 5/Option Period 4) by 2.

The Government will evaluate Volume I, Technical in comparison to Volume IV Cost/Price for consistency and completeness of the information provided in comparison to the requirements of the solicitation.

The Government will not include line items described as Not Separately Priced (NSP) in the overall price evaluation since the Offeror is not required to price these items.

#### M.7.2 FFP Requirement

a. The RFP requires firm-fixed-prices contract line items. Prices will be evaluated to determine if the prices are fair and reasonable in accordance with FAR 15.404-1(b). Prices will be evaluated for unbalanced pricing in accordance with FAR 15.404(g).

b. The Government will examine the contractor signed SF 33 to perform a price analysis.

c. Notwithstanding any language to the contrary, the Government will not perform a price realism evaluation as part of its price evaluation.

#### **M.7.3 Cost Requirement**

a. The Government will conduct a Cost Realism analysis on the unscheduled events on CLIN X003. Cost realism analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements:

- (a) verify the offeror's understanding of the requirements;
- (b) is consistent with the effort described in the technical proposal;
- (c) assess the degree to which the price proposal reflects the likelihood (risk) that the offeror will provide the supplies or services at the proposed price.

The Government will use the results of its cost realism analysis to determine the probable cost of performance of CLINs X003 for each Offeror. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of any contract that is most likely to result from the Offeror's proposal. The probable cost will be used for purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions in cost elements to realistic levels.

b. The Government will conduct a cost analysis and cost realism for the CPFF Labor Rates proposed for CLIN X003.