

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 76		
2. CONTRACT NO.			3. SOLICITATION NO. W911NF20R0002		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 26 Feb 2020		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY US ARMY ACC-APG-RTP W911NF 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709			CODE W911NF		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE	
TEL: FAX:					TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>0</u> 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 _____ email address in Section L _____ until <u>04:00 PM</u> local time <u>15 Apr 2020</u> (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 LEROY R. HARDY			B. TELEPHONE (Include area code) (NO COLLECT CALLS) (919) 541-4722			C. E-MAIL ADDRESS leroy.r.hardy.civ@mail.mil		
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE	
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section A - Solicitation/Contract Form

1. This Request for Proposals (RFP) W911NF-20-R-0002 is set aside for Historically Underutilized Business Zone (HUBZone) Concerns determined in accordance with 13 CFR Parts 126. Industry questions or comments shall be submitted to Leroy Hardy, Contracting Officer and/or Ramila Century Contracting Specialist at the following: usarmy.rtp.ccdc-arl.mbx.hubzone-outreach-program@mail.mil. All questions and comments concerning this RFP must be submitted in writing. Verbal questions/comments will not be entertained. A cutoff date for receipt of industry written questions and comments on this RFP is 04: 00 PM Eastern Time on 15 April 2020. The Government will not extend the proposal due date for this acquisition.

This requirement is in support of Combat Capabilities Development Command (CCDC), Army Research Laboratory. The STEM Outreach Program support is a requirement that shall create and strengthen networks that connect the CCDC - with academia, industry, and government agencies to facilitate the exchange of scientific ideas, the production of knowledge, and the development of a STEM workforce by carrying out the K-College STEM education and outreach programs. The North American Industry Classification System (NAICS) code for this acquisition is 541611 - Administrative Management and General Management Consulting Services. The primary Product and Service Code (PSC) is R408.

2. The total maximum ceiling for contract awardee shall not exceed **\$25,000,000**.

3. The ordering period for the Indefinite Delivery Indefinite Quantity Multiple Award (IDIQ MA) contract(s) will be five (5) years.

4. One Task Order Contract Award will be made concurrently at base award.

5. The Government will only accept one (1) proposal from each Corporation. For example, if ABC Corporation has multiple divisions, the corporation must decide which division will submit a proposal. Failure to adhere to this term may result in all proposals from the Corporation being rejected.

6. The Offeror must be registered in the System for Award Management (SAM) (www.sam.gov) in order to receive a contract award

7. This Solicitation shall not be discussed with any Government employee except the Contracting Officer, Mr. Leroy Hardy, and the associated Contract Specialist, Ms. Ramila Century. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive solicitation.

8. The Government will not accept any assumptions, alternate terms, alternate conditions, caveats, or exceptions with proposals. If an offeror includes any assumptions, alternate terms, alternate conditions, caveats, or exceptions with proposals, the proposal will not be considered for award.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	STEM OutreachCPFF STEM Outreach IAW Performance Work Statement (PWS) entitled "CCDC-ARL OUTREACH PROGRAM" set forth in Section C. Specific requirements and pricing will be set forth in each Task Order. The maximum total contract value (ceiling) is \$25,000,000 (\$25 Million). FOB: Destination		Lot		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	STEM OutreachFFP STEM Outreach IAW Performance Work Statement (PWS) entitled "CCDC-ARL OUTREACH PROGRAM" set forth in Section C. Specific requirements and pricing will be set forth in each Task Order. The maximum total contract value (ceiling) is \$25,000,000 (\$25 Million).Profit will be negotiated at the Task Order level. FOB: Destination		Lot		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODCCOST Other Direct Cost (ODC) FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DD Form 1423 DD Form 1423 Contract Data preparation in accordance with DD Form 1423, Contract Data Requirements List (CDRL) from base IDIQ contract (Exhibit A). The contractor is obligated to deliver all data listed and the price attributable to the data shall be included in the total price of the Task Order. ****NOT SEPARATELY PRICED**** FOB: Destination		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Contractor Manpower Reporting The Accounting for Contract Services/Contractor Manpower Reporting requirement has been added to the statement of work, and contractor is required to provide data on contractor manpower (including subcontractor manpower) for performance of this contract. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, then annotate that there are no additional costs associated with the execution of this requirement. FOB: Destination		Years		

NET AMT

Section C - Descriptions and Specifications

Performance Work Statement**CCDC-ARL HubZone Outreach Support Initiative****Performance Work Statement**

1. General Information – This is a non-personal services requirement to support the Combat Capabilities Development Command (CCDC), Army Research Laboratory (ARL) initiative to create and strengthen networks that connect the CCDC - with academia, industry, and government agencies to facilitate the exchange of scientific ideas, the production of knowledge, and the development of a STEM workforce by carrying out the K-College STEM education and outreach programs. The Government shall not exercise any supervision or control over the project requirements. The awardee shall be accountable for the execution of each project requirement awarded and is solely responsible to the Government in accordance with (IAW) the terms and conditions of the contract.

1.1 Description – The contractor shall provide all personnel, supplies, facilities, tools, materials, supervision, and other items and non-personal services necessary to provide the services as defined in this Performance Work Statement (PWS).

1.2 Background and Vision Statement - The CCDC's ARL employs more than 3,000 military and civilian personnel of which two thirds occupy science, technology, engineering or mathematic (STEM) positions within its research laboratories, extramural office and regional campuses across America. These scientists and engineers develop leading-edge technologies and advanced capabilities that give our Soldiers, the Army's greatest asset, the decisive advantage in the face of our adversaries and keep them safe from harm; however, most students, teachers and university faculty/administrators are unaware of the opportunities within the Army, or DoD, that contribute to the ecosystem supporting the Soldier or our nation's capabilities.

1.3 Current CCDC-ARL Outreach Program Initiatives:

1.3.1 DoD Initiative 8-year Research Training Program. Starting with a 9th and 10th grade cohort that continues through undergraduate. Program will include research training, mentoring, STEM courses, apprenticeships, and internships.

Funding Source: OSD
Authority: 10 U.S.C 2362

1.3.2 Faculty Fellow Research Team Program: The Faculty Fellow Research Team Program (FFRTP), funded by the Office of the Secretary of Defense and hosted at U.S. Department of Defense (DoD) Research Laboratories, provides faculty-student teams the opportunity to explore new technologies in research and in Science, Technology, Engineering and Mathematics (STEM) career fields. The program provides enrichment and development opportunities for faculty and students to pioneer discoveries together while employing and practicing skills obtained in their classrooms. The program strives to enhance HBCU/MI research programs through faculty development and student mentoring with the goal of building a more inclusive pool of scientist and engineers to meet the growing scientific needs of our nation. Research teams who are selected and successfully participate in the program qualify for an educational stipend, pre-program visit, round trip travel to the hosted DoD laboratory for fellowship, and lodging. Faculty stipends are dependent on academic rank and academic accomplishments. Students' stipends are based on academic achievement and laboratory/research experience.

Funding Source: OSD

Resources Provided: Educational stipend, pre-program visit, round trip travel, local transportation, and lodging

Authority: 10 U.S.C 2362

1.3.3 HBCU/MI Faculty Fellowship Program: The Faculty Fellowship Program provides summer placement opportunities to HBCU/MI faculty in one of the Army labs to conduct joint research projects with Army laboratory scientists. The primary goal is to help build in-house research capacity by exposing faculty to cutting-edge scientific work that they can take back to their campus to improve curriculum, research products, and student outcomes.

Funding Source: OSD

Resources Provided: Educational stipend, round trip travel, and lodging

Authority: 10 U.S.C 2362

1.3.4 HBCU/MI Student Internship: The HBCU/MI Student Internship provides students with a unique developmental experience to broaden the students' perspectives and provide them with practical advanced education related to their academic fields. Students are afforded the opportunity to work side by side with Army scientists and engineers in state-of-the-art research facilities while observing and implementing concepts from their course work to perform advanced research that contributes to the world around them.

Funding Source: OSD

Resources Provided: Educational stipend, pre-program visit, round trip travel, local transportation, and lodging.

Authority: 10 U.S.C 2362

1.3.5 STEM Scholars Center of Excellence: The STEM Scholars Center of Excellence based in Hampton University is a four-year select program designed to educate and inspire students to pursue STEM fields of interest to DoD.

Funding Source: OSD

Authority: 10 U.S.C 2362

1.3.6 HBCU/MI Design Competition: The Army is conducting its first-ever university design competition for HBCU/MI participation. The ARL's competition will invite student teams from HBCUs/MIs to compete in a two-phase competition focused on Army-relevant technology challenges. The challenge is modeled on similar DoD challenges (DARPA's Grand Challenges, MIT/USMA Soldier Design Competition) and winning teams will receive recognition and cash awards. A panel of Army leaders will judge and determine the winners in each phase.

Funding Source: CCDC-ARL

Authority: 10 U.S.C 2374a (Requires annual approval)

1.3.7 ARL Fellowship Program: The ARL Fellowship Program prepares science and engineering researchers for the future. Fellowship recipients benefit from meaningful science education and research experiences while contributing to the important mission of the ARL. Depending on the type of Fellowship and the needs of a specific Fellow, ARL can offer a stipend, health insurance stipend supplement, relocation allowance and travel allowance. Fellowships are provided at all ARL geographic locations and are made available to both U.S. non-U.S. citizens.

Funding Source: ARL

Resources Provided: Educational stipend, health insurance stipend supplement, relocation allowance and travel allowance.

Authority: 10 U.S.C 2358

1.3.8 University Career Experience Program (UCEP): UCEP is non-residential summer enrichment program for college students in STEM related disciplines. Program preference is given to students from underrepresented and underserved groups. Participants have the opportunity to explore careers in their field of study; while working alongside ARL researchers. At the end of the experience, students prepare and present technical posters based on their research experience. UCEP students are placed in all ARL laboratories. Students who successfully participate in the program qualify for an educational stipend; the amount is based on academic achievement and laboratory/research experience.

Funding Source: ARL

Resources Provided: Educational stipend

Authority: 10 U.S.C 2358

1.3.9 ROTC: Funded by Department of the Army Human Resources Command. Provides four week summer placement opportunities to Army Cadet Corps members in one of the Army labs to conduct joint research projects with Army laboratory scientists during a cadet's approved CLT time frame. The primary goal is to help build in-house research capacity by exposing faculty to cutting-edge scientific work that they can take back to their campus to improve curriculum, research products, and student outcomes while exposing the Army Research Laboratory capabilities to future military leaders.

Funding Source: Cadet Command

Resources Provided: Cadet Pay, round trip travel, and lodging

1.3.10 ARL Summer Student Experience Program (SSE) - U.S. Army Research Laboratory (ARL) Research Associateship Program (RAP) Summer Student Experience is an educational program that allows students and recent graduates to participate in a paid research experience at a Department of Defense laboratory over the summer break. Scientists and engineers at ARL help shape and execute the Army's program for meeting the challenge of developing technologies that will support Army forces in meeting future operational needs.

Funding Source: ARL

Resources Provided: Educational stipend, health insurance stipend supplement, relocation allowance and travel allowance

Authority: 10 U.S.C 2358

1.3.11 K-12 Programs: The Army Research Laboratory is committed to providing opportunities for K-12 students to engage in science, technology, mathematics and engineering (STEM) activities. These activities and programs are designed to inspire, excite, and motivate students to pursue STEM degrees and careers in support of national defense initiatives.

1.3.12 USMA Leadership, Ethics, and Diversity in STEM (LEADS) Workshops: Introduce underserved and underrepresented students to a STEM pathway from middle school through college, while providing related leadership opportunities to Cadets and college students. Parents, educators, and local businesses identify collaborative efforts regarding STEM education opportunities.

1.3.13 ARL-USMA-HUD Workshops: Introduce students of disadvantaged communities to a STEM education pathway from middle school through college, while providing related leadership opportunities to Cadets and college students. Parents, educators, and local businesses identify collaborative efforts regarding STEM education opportunities.

1.3.14 After-school STEM Workshops: Provide opportunities for middle and high school students to explore real-world problems with STEM professionals, related to ARL's Essential Research Programs.

Funding Source: ARL
 Authority: 10 U.S.C 2192

1.3.15 High School Research Experience Program: Provide opportunities for high school students (age 16 and above) to participate in a 4-6-week science and math research experiences. Aligned with ARL's research areas and students' career interests at colleges/universities near their community. ARL assists faculty mentors with curriculum development and program execution.

Funding Source: CCDC
 Resources Provided: Educational stipend
 Authority: 10 U.S.C 2192

1.3.16 Workshops: The ARL Outreach Office is the executive agent responsible for conducting workshops sponsored by the Office of the Secretary of Defense HBCU/MI Program Office.

Funding Source: OSD
 Authority: 10 U.S.C 2362

1.3.17 DTRA Faculty Fellow Research Team Program: DTRA funding HBCU/MI Faculty Student teams to work with ARL scientist in DTRA funded projects.

Funding Source: DTRA
 Resources Provided: Educational stipend and local travel allowance.

1.4 Scope and Objectives - The primary focus is to create and strengthen networks that connect the Combat Capabilities Development Command (CCDC)- Army Research Laboratory (ARL), academia, industry, and government agencies and that facilitate the exchange of scientific ideas, the production of knowledge, and the development of a STEM workforce by carrying out the K-College STEM education and outreach programs on behalf of the U.S. Department of Defense and the U.S. Department of the Army to help address the nation's need of a diverse, agile and highly competent STEM-literate talent pool. In order to successfully achieve these objectives the CCDC ARL's vision includes developing a pipeline of STEM repository where people attain the skills and experience for the future workforce. The network facilitates the attainment of Army objectives and ensures the Nation's preeminence in science and technology (S&T).

The Army derives value from its relationships with academia, industry, and other government agencies. The mission of the CCDC-Outreach Program Office is to create and strengthen connections to the academic, industrial, and government agencies who have shared interests and a stake in the Nation's advancement of science and technology. The community is populated by the STEM talent and the Outreach Program Office augments the pipelines that provide the STEM talent. The outreach mission is simultaneously a philosophy, a purpose, and a commitment. In pursuit of this mission, the CCDC-ARL Outreach Program Office will contribute to the overarching missions of the CCDC-ARL and of the Army. The contractor shall manage, plan and execute the Laboratory's STEM education and outreach program portfolio that will focus on the following STEM priorities and core objectives:

1.4.1 Task 1: The contractor shall provide Administration and Programmatic support services to broaden, deepen, and diversify the pool of STEM talent in support of the Defense Laboratory Base. The contractor shall continuously monitor the program, assess the effectiveness, and efficiency of methods employed and inform the Government of opportunities to improve the program. The primary objectives of this program are to:

- 1) Encourage and reward the number of U.S. citizens or nationals trained in disciplines of science and engineering DOD and CCDC – ARL related programs of importance.
- 2) Support increased participation of underserved populations in DoD and ARL Outreach initiatives.
- 3) Assist in developing continuing relationships with stakeholders and the sponsoring military services; each service is responsible for mentoring and interacting with its selected

awardees.

- 4) Assist in attracting science and engineering baccalaureate graduates to pursue doctorates in DoD mission related research areas from US institutions.
- 5) Support expansion of involvement of students in ongoing DoD/ CCDC - Army related research;
- 6) Improve/ Develop marketing techniques to increase awareness of DoD and CCDC - ARL STEM career opportunities

1.4.2 Task 2: The contractor shall develop and implement a cohesive, coordinated and sustainable STEM education outreach strategies across CCDC-ARL that facilitates in attracting eligible applicants. The contractor shall market and promote the CCDC ARL Outreach program to attract qualified prospective applicants via contractor developed website. The outreach effort shall include the design and distribution of advertising and application materials and an appropriate method to reach audiences from which qualified applicants will be drawn. The outreach effort shall be wide ranging, national in scope and comparable to other nationally renowned undergraduate and graduate level science and engineering student programs. The contractor shall identify relevant media for communicating the program. The contractor shall submit marketing strategy to the Contracting Officer Representative (COR) for approval. The strategy should include marketing to diversified S&T community (HBCU/MIs, Tier I-III US institutions, & professional organizations/conferences). Marketing techniques/ approaches to consider:

- 1) Supporting ARL's partnerships with universities, schools and teachers at local, state and regional educational agencies for shared standards in science and mathematics;
- 2) Provide awareness of STEM educational programs/ opportunities for students at all stages of their K-20 education;
- 3) Develop and implement cohesive program metrics for each individual program across the CCDC – ARL platforms;
- 4) Provide online resources for educators and the CCDC - ARL workforce to share best practices;
- 5) Provide and expand mentor capacity of the Army's highly qualified scientists and engineers;
- 6) Increase educators' awareness of DoD, Army and CCDC - ARL opportunities;
- 7) Integrate CCDC - ARL programs into strategic and comprehensive marketing strategy inclusive of an internal centralized website and application tool;
- 8) Support and complement the Army and CCDC - ARL STEM Strategies;
- 9) Develop, capture and communicate program standards and best practices.

1.4.3 Task 3: The contractor shall distribute, receive, log, process, sort and track application materials. The contractor shall administer and coordinate the application process. The contractor shall distribute descriptive announcements and applications as well as forms for such activities as evaluating applications and tracking progress. The contractor shall collect and categorize applications for review and selection by technical panels. The database should be updated promptly with application information so that demographic lists, alphabetical lists, and other data are easily accessible. The contractor will be expected to provide demographic and other analyses of applicants or selectees as requested by the sponsoring agencies.

1.4.4 Task 4: The contractor shall ensure that all eligibility requirements have been met by the applicant prior to evaluation. Evaluation of each application should be based on all available evidence of merit, including, but not limited to: Graduate Record Examinations (**GRE**), undergraduate transcripts, personal statements, and reference evaluation forms. Applications that are incomplete and/or do not meet minimum eligibility requirements should not be made available to panel members for evaluation.

The contractor shall successfully solicit the willing participation of high caliber evaluators from academia, government (DoD and other federal agencies), and industry who have doctoral degrees from the science and engineering disciplines (S&E). The contractor shall make all reasonable efforts to ensure that evaluation panels include a minimum of three (3) DoD (AF, Army, & Navy) S&Es per research discipline area. Selection of qualified evaluators is a vital component in the successful operation of the program. While the ARL relies on the contractor to identify and convene appropriate panels of technical

experts, the agencies reserve the right to review and approve recommended panelists. The contractor shall arrange and coordinate discipline-specific panel meetings to review and evaluate applications. After a rank order listing of the applicants is submitted per discipline, ARL will make final selections for bestowal of Student recipient awards.

1.4.5 Task 5: The contractor shall prepare formal notification which will be used by government to formally notify all applicants (including unsuccessful applicants) in writing of the outcome of the review process and ARL will make formal offers of appointment to selected applicants in writing. The contractor shall verify all successful applicants' citizenship eligibility requirement. All correspondence sent to successful and unsuccessful applicants must be approved by the GPM and CO.

1.4.6 Task 6: The contractor shall develop and manage a process for tracking and administering payments of stipends and academic expenses in accordance with their internal written policy and procedures. Furthermore, upon selection of the applicants, the contractor shall establish administrative files for each program participant. Each new student's information will be entered into the administrative database. Presently, this outreach program provide stipends and student's allowances. The CCDC-ARL shall determine annual stipends for each year for each class prior to distribution of applications. Stipends are paid monthly directly to the fellows. The contractor shall implement an electronic direct deposit system to effectively distribute stipend and academic fees even during peak payment periods. Stipend payments shall be electronically transferred directly to each fellow's financial institution on a monthly basis. It is the Contractor's responsibility to ensure CCDC-ARL students are in good academic standing prior the distribution of stipends and allowances.

The contractor shall report the amounts of all stipend payments and allowances on each student recipient to the Internal Revenue Service (IRS) on the appropriate Federal forms and within the IRS required timeframes.

1.4.7 Task 7: Gather, Store and Maintain Data Pertinent to Administration of the CCDC ARL Outreach Program:

The contractor shall create and maintain a database management system for CCDC-ARL Outreach program information. The contractor shall ensure there are personnel sufficiently trained in database management such that they can maintain the system and generate required reports and queries for information. The contractor shall maintain records of all applicants for four years from date of application to the program; records of selectees shall be maintained following end of students tenure or the records shall be transfer to the COR upon task order completion. The contractor shall maintain a database of all student recipients in the program, to include information regarding the fellow's institution, current address and home of record address, scientific discipline, academic record, thesis topic, publications, comments and any benefits derived from participation in the program, whether or not the fellow participated in summer employment at a DoD facility, current status of fellow, payments made to the fellow and to the fellow's academic institution, and other data of potential interest for analysis. This database shall be capable of generating multiple queries in a timely manner with accurate and comprehensive information provided to DoD and Congressional personnel regarding the program's demographics, minority participation, attrition, follow-on research opportunities and program finances. The database must also be capable of transferring data to a successor contractor's database system.

1.4.8 Task 8: Provide Regular and AD Hoc Reports Regarding Demographics, Program Effectiveness, and Trends: The contractor shall maintain, handle and transmit data, reports and/or analysis containing personally identifiable information (PII) consistent with all applicable laws and regulations. Contractor shall have access to information, records, and data which may be sensitive and/or proprietary. The Contractor shall not divulge sensitive and/or proprietary information to anyone not authorized to receive such information. All Contractor personnel shall be required submit to sign a Non-Disclosure Agreement upon receipt of award.

1.4.9 Task 9: The contractor shall provide the following deliverables:

1.4.9.1 Financial and calendar quarterly program reports in a malleable format, such as a Microsoft Word document or Excel spreadsheet, and in hard copy on the status of applications, placements, progress, interactions, and payments of stipends, allowances, tuition and fees, to permit

timely re-estimates of program costs. The contractor shall provide calendar monthly financial reports on the distribution of tuition/stipends/benefits to GPM for review. Fiscal year-end reports on these program features, as well as a final program report solicited from the Student recipients, are also required. The contractor shall provide to CCDC ARL, annual summaries and evaluations of the program demographics, academic progress, and difficulties noted in providing services and appropriate suggested revisions of program procedures, as well as, the fiscal year-end report including program highlights appropriate for high-level dissemination within the DoD RDT&E community.

1.4.9.2 The contractor shall conduct quarterly and one annual Program Management Review (PMR) with the COR, KO, and other government personnel at the discretion of the GPM. The annual PMR will be held in conjunction with the fourth quarterly review.

1.4.9.3 The contractor shall provide the following annual reports in a malleable format, such as a Microsoft Word document or Excel spreadsheet, and in hard copy on a recurring basis. Due dates will align with the cycle of the program and parallel to the academic year, August 1st to July 31st. For example, the applicant analysis will be used to assess the effectiveness of outreach efforts and so should be completed in time for sufficient review and possible implementation of changes in time for the next iteration of program activities. The contractor should recommend a timeline with milestones to respond to this list of reports. In all cases, written results are required.

1.4.9.4 Applicant Analysis Report – This report shall include the following information on applicants: Undergraduate school; (2) GRE scores; (3) grade point average (GPA); (4) discipline; (5) gender; (6) ethnic group; and (7) matriculating institution state distribution. The information shall be analyzed and evaluated to the extent that the outreach effort can be judged for effectiveness. Include information on minority recruiting that includes a description of the effort conducted to attract qualified minority applicants, and a description of the results.

1.4.9.5 Selectee Analysis Report – This report shall include the following information on selectees: (1) undergraduate school; (2) intended graduate school; (3) GRE scores; (4) GPAs; (5) discipline; (6) general evaluation of recommendations; (7) gender; (8) ethnic group; and (9) matriculating state distribution. Include a list of selectees who turned down the CCDC ARL Outreach Program award and their reasons why. The information shall include an analysis so that trends can be inferred and critiqued, and the outreach effort can be evaluated for effectiveness.

1.4.9.6 Academic Report – This report will monitor each student's progress, before the end of each academic year as certified by advisors and as evidenced by transcripts, provide general summations in cases of satisfactory progress and a written "alert" to the appropriate agency in case(s) of unsatisfactory progress by fellow(s).

1.4.9.7 Annual Current Fellows Status Report – This report shall include: (1) list of fellows who intend to complete their doctoral degrees, how they plan to pursue their degrees, these topics, and any publication or patent information; (2) list of fellows who have completed CCDC-ARL Outreach Program tenure and do not plan to pursue their doctoral degrees and why; (3) list of annual dropouts, reasons why they left the program, and plans for subsequent study or employment; (4) final program report and (5) list fellows who have completed internships, their locations and brief work description.

1.4.9.8 Annual Former Fellows Status Report – This report shall include information on former Fellows for at least for the period of performance following the end of student tenure to include: (1) academic pursuits and plans if former Fellow is in school; (2) employment information if the former fellow is employed; and (3) any publication or patent information. The contractor will survey former CCDC ARL student recipient to collect the data required for this report.

1.4.9.9 These reports shall provide any evaluation/assessment/analysis in response to current political/managerial/ philosophical question(s) based on the following factors (singly or in some combination): (1) demographic; (2) ethnic background; (3) graduate school choice; (4) advisor; (5) discipline; (6) academic progress, requirements; (7) student recipient conditions and provisions compared to similar programs;(8) GPA's; (9) gender; (10) Student's coursework and (11) trends. This includes ad hoc requests for data or reports from ARL to allow their response to any inquiries.

1.4.9.10 Calendar Quarterly Financial Status Report – Financial and administrative information on applications, placements, progress, interactions, and payments of stipends, allowances, tuition and fees, travel, balance or carry-over due to drop-outs will be executed based on the calendar quarterly schedule (January – March, April-June, July-September, and October-December). This report must include a line-item corresponding to each current CCDC ARL students indicating the amounts paid in tuition and fees, stipends, and any other funds. The quarterly report should include a metric for payments that tracks on-time and late payments.

1.4.9.11 Calendar Monthly Stipend Financial Status Report – Financial information on payment of stipends, allowances, tuition and fees, and travel for CCDC ARL students. This report may be submitted in MS excel spreadsheet format to GPM by the fifth day of the month.

1.4.9.12 Panel Review Report – Financial and administrative information on the CCDC ARL review panel to panelists invited to the panel (including reviewer names, contact information, and employment), panelists who actually attended, and itemized cost of panel including costs per panelist. The review panel will occur during the base year only.

1.4.10 **Task 10:** The contractor shall plan, coordinate and administer all aspects of a CCDC ARL Outreach Program Workshops. The event will allow newly selected CCDC ARL student recipients to network with each other as well as DoD scientists and engineers, and allow defense officials to showcase defense research and development and highlight current opportunities. Efforts shall include coordination with the GPM on location, agenda development, and possible federal government facility/laboratory site visits. The contractor shall coordinate students travel, lodging and per diem reimbursement. CCDC ARL students will be funded for one CCDC ARL Outreach Program Workshop during their tenure.

1.4.10.1 The CCDC ARL students are required to attend the CCDC ARL Outreach Program Workshop (see 2.2.8) within their award term. The contractor shall coordinate CCDC ARL students travel, lodging, and per diem reimbursement.

1.4.10.2 When travel under the provisions listed herein, CCDC ARL students shall be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in applicable travel CLIN of the contract. The contractor shall coordinate fellows' travel, lodging and per diem reimbursement.

1.5 Contractor Manpower Reporting Application: The Contractor and Subcontractors(s) shall report all Contractor and Subcontractor labor hours required for performance of services under this contract via a secure data collection site. The Contractor and Subcontractor(s) will enter CMR data into DoD's Enterprise-wide Contractor Manpower Reporting Application (CMRA) not later than 31 October each year for the just completed Government Fiscal Year (FY). This applies to all services including imbedded services equal to or greater than the simplified acquisition threshold (SAT) provided in support of Task Orders, engineering assignments or modifications authorized after the incorporating of this requirement/clause into the contract. Services are defined in FAR 37.101. The Contractor and Subcontractor(s) are required to completely fill in all required data fields using the following secure web address: <https://www.ecmra.mil/>.

The Contractor and Subcontractor(s) will use the Contractor Manpower Reporting Application (CMRA) Contractor and Subcontractors Users Guide and the Frequently Asked Questions for instructions on how to input the required information. The guides and frequently ask questions are available at the CRMA link

above. The prime contractor will flow this requirement to all Subcontractors meeting the SAP threshold and verify with Subcontractors that inputs are being accomplished as required. In accordance with (IAW) CMRA Contractors User's Guide, the only Contractor that can view the Invoice Amount, Direct Labor Dollars and Direct Labor Hours is the user that enters its original data. All other data is public information. Subcontractors(s) will not be able to view prime Contractor data entered for the Invoiced Amount, Direct Labor Dollars and Direct Labor Hours. At no time will any data be released to the public with the Contractors' name and contract number associated with the data. In accordance with the CMRA Subcontractor User's Guide, only the Subcontractor can input its own data. In addition, the only Subcontractor that view the Direct Labor Dollars and Direct Labor Hours is the user that entered its original data. All other data is public information. Prime Contractors will not be able to view Subcontractor's data entered for the Direct Labor Dollars and Hours. In the event a Federal Acquisition Regulation (FAR), Department of Defense Federal Acquisition Regulation Supplement (DFARS) or Air Force Federal Acquisition Regulation Supplement (AFFARS) clause is established to support CMRA implementation, the Contracting Officer and prime Contractor will review the implementation guidance and determine if it will supersede this special clause and take appropriate action, including the prime Contractor reserving its rights to any equitable adjustment that may be due, in order to incorporate any new clause(s) as may be required.

1.6 AT/OPSEC Required PWS Paragraphs:

1.6.1 Question 2: *Access and general protection/security policy pocedures*. This standard language is for contractor employees with an area of performance within Army controlled installation, facility, or area. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet insatllation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204.9, Personal Identify Verification of Contractor Personnel) as directed by DoD, HQDA and/or local policy. In addition to the chnages otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require chnages in contractor security matters or processes.

1.6.2 Question 2a: *For contractors requiring Common Access Card (CAC)*. Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD net-works on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

1.7 Security Requirements: The contractor shall be required to have a SECRET facility clearance.

1. The contractor may require access to unclassified data throughout the performance period. If the contractor is required to have access to classified information, the contractor shall ensure that all personnel having access to classified information have the necessary security clearances. Contractor personnel visiting any Government facility in conjunction with this contract shall be subject to the standards of conduct applicable to Government employees. Site-specific approval regarding access to sensitive materials, computer facility access, issue of security badges, etc. shall be coordinated with the Program Office (PO) as required.
2. Public Key Infrastructure Requirements: Where interoperable DoD PKI or Common Access Cards (CAC) are required for the exchange of unclassified information between DoD and its vendors and contractors or for access to PK-enabled information systems and websites, industry partners shall obtain all necessary certificates. The Government shall support the issuing of CACs.
3. The contractor shall be responsible to provide the appropriate documentation to the Government in order to

be properly provided with the Government CAC. The contractor shall comply with all DoD regulations concerning the acquisition of Common Access Cards (CAC) for all contractor personnel, in accordance with the policies and procedures currently in use at each customer location.

4. The contractor shall provide each employee an identification (ID) badge which shall indicate the date of the start of the contract or the employees' employment start date. The ID badge shall be made of non-metallic material. The badge shall be easily readable and include employee's name, contractor's name, functional area of assignment, and color photograph. The contracting officer or his or her authorized representative shall approve the ID badge template before the start date.
5. Contractor personnel shall wear the ID badge at all times when performing work under this order/contract to include attending Government meetings and conferences within the facility. The contractor shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.
6. The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual projects/efforts.
7. Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements IAW DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations. The contractor shall bear the cost of any security clearances required for performance. The contractor shall provide escort for uncleared personnel.
8. The Government shall be responsible for obtaining security certification for all equipment/systems processing classified information. The Government shall identify security certification requirements to the contractor during review of the initial site survey. The contractor shall ensure their operation and maintenance procedures comply with those regulations identified within the DD254, Contract Security Classification Specification, which is a part of this contract.

1.8 Inherently Governmental Functions: The Contractor shall not provide inherently governmental functions as defined in FAR 2.101 under this task order.

1.9 Non-Personal Services: The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Such Contractor employees shall be accountable solely to the Contractor who, in turn, is responsible to the Government. Under no circumstances will the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the Contractor believes that any actions constitute or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

1.10 Contractor Furnished Items and Responsibilities: The Contractor shall furnish all personnel, facilities, equipment and supplies unless otherwise provided by the Government. Contractor shall propose resources to address requirements for this task order.

1.11 Quality Assurance Surveillance Plan (QASP): The Government will monitor the Contractors performance under this contracting accordance with the Governments QASP.

1.12 Government Furnished Property and Services: The Government customer will sponsor the appropriate security clearances, Badging, Common Access Cards (CAC), Theater Business Clearance (TBC), Letter of Authorization (LOA), and access to government/military facilities for contractor to perform appropriate tasks.

1.13 Personally Identifiable Information (PII): The Contractor shall comply with DoD Privacy Program (DoD 5400.11-R), the Army Privacy Program (AR 340-21) and DoD Freedom of Information Act Program (DoD 5400.7-R). The Contractor shall notify the Contracting Officer immediately in the event of an actual or suspected incident involving PII. Additionally, the Contracting Officer will report an actual or suspected incident to the U.S. Computer Emergency

Readiness Team within one hour of discovery while both electronic and physical incidents are to be reported to the Army Privacy Office within 24 hours of discovery, <https://www.rmda.army.mil/privacy/PII/PII-report.html> - RMDA.

- 1.14 Data Rights:** At the task order level, the contractor and its subcontractors shall provide a detailed Data Rights Assertion table (contractor format acceptable) that identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor shall agree not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims, and therefore, reserves all its rights regarding the technical data/software in question.

1.15 Place of Performance: The contractor's facility

- 1.16 Period of Performance:** The performance period consist of a twelve month based period and four (4) twelve (12) months option years.

1.17 Points of Contract:

Contracting Officer's Representative (COR): Dr. Vallen L. Emery, 301-394-3585, email:

vallen.l.emery.civ@mail.mil

Contracting Officer (KO): Leroy R. Hardy, Jr., 919-541-4722, email:

Leroy.r.hardy.civ@mail.mil

Contract Specialist (CSPEC): Ramila Century, 919-549-4214, email:

Ramila.century.civ@mail.mil

Section D - Packaging and Marking

D.1 Packing and Packaging:

The contractor shall ensure that the preservation, packing, packaging and marking of the deliverable items called for under this contract are compliant with State and Federal Department of Transportation requirements and the Contractor's best commercial practices to prevent hazards of shipment and handling and to ensure safe delivery at destination.

D.2 Marking:

The contractor shall tag or mark all technical data deliverables under this contract with the following information:

1. Contract Number
2. Title of the project
3. Contractor's Name
4. Contractor Address
5. A description of the deliverables;
6. Identify whether there is classified or sensitive information within the deliverable.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984

Section F - Deliveries or Performance

F.1 Place of Performance

The place(s) of performance for orders will be contractor's facilities or contractor sites. The place of performance will be only CONUS locations to support requirements. Travel may be required based on the customer missions during the performance of this task order.

F.2 Period of Performance

F.2.1 The base ordering period for the CCDC-ARL Outreach Program IDIQ Multiple Award contract is five (5) years.

F.2.2 The period of performance for orders will be determined at the Task Order level.

DELIVERY INFORMATION

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

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006

Section G - Contract Administration Data

G.1 Contractor Performance Assessment Reporting System (CPARS)

The use of the Contractor Performance Assessment Reporting System (CPARS) is required in order to document contractor performance on this CCDC-ARL OUTREACH PROGRAM multiple award IDIQ contract as well as on each individual order. In order to ensure the timely completion of contractor performance reports/assessments within CPARS, specific roles within the CPARS system will be assigned as follows:

Assessing official: Contracting Officer or appointed COR

Contractor representative: Designated contractor representative

Training for all persons responsible for the preparation and review of performance assessments is available online at <http://www.cpars.csd.disa.mil/allapps/cpartmg/webtrain/webtrainall.htm>.

G.2 Performance Requirements Summary (PRS)

A performance requirements summary (PRS) will be incorporated in each order. The Contracting Officer, COR, and the contractor shall use the requirements and standards outlined in the PRS to monitor and evaluate contractor performance.

G.3 Special Invoicing Instructions

Special invoicing instructions will be provided for each order as appropriate.

G.4 Government Minimum Obligation

The Government has no obligation to issue any orders except for the minimum guarantee of \$2,500.00. The first task order will be funded at the minimum ordering level, and will be issued concurrently with the IDIQ contract.

CLAUSES INCORPORATED BY FULL TEXT

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

FOR COST REIMBURSEMENT CLIN INVOICING ONLY:

(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):

TBD

(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 at TO Level
Issue By DoDAAC	W911NF
Admin DoDAAC**	TBD at TO Level
Inspect By DoDAAC	TBD at TO Level
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	TBD at TO Level
Service Approver (DoDAAC)	TBD at TO Level
Service Acceptor (DoDAAC)	TBD at TO Level
Accept at Other DoDAAC	TBD at TO Level
LPO DoDAAC	TBD at TO Level

DCAA Auditor DoDAAC	TBD at TO Level
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

TBD at TO Level

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

TBD at TO Level

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

(End of clause)

Section H - Special Contract Requirements

H.1. Minimum Guarantee and Ordering Procedures

Orders will be awarded in accordance with FAR 16.505. The Government has no obligation to issue any orders except for the minimum guarantee of \$2,500.00, which will be met through issuance of the first task order award.

H.2. Task Order Proposal Process

H.2.1. Task Order types may include: Cost-Plus-Fixed-Fee (CPFF) or Firm-Fixed-Price (FFP)

H.2.2. Best Value Tradeoff source selection approaches may be used at the task order level.

H.2.2.1. Best Value Tradeoff Procedures:

A tradeoff process is appropriate when it may be in the best interest of the Government to consider award to other than the lowest priced proposal or other than the highest technically rated proposal. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal. The perceived benefits of the higher priced proposal that merits the additional cost, will be incorporated into the resultant task order.

When using a tradeoff process, the following apply:

All evaluation factors and significant sub factors that will affect contract award and their relative importance will be clearly stated in the Task Order Request (TOR); and

The TOR will state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price.

H.2.2.2. The Government estimates that the majority of the task orders may be issued on a cost reimbursement basis. Fee shall be determined in accordance with Section H, paragraph H.4.1. Profit will be negotiated on the FFP task orders at the task order level and not greater than the maximum amounts established in Section H.4.2.

H.2.2.3. The Contract Data Requirements List (CDRL) and Quality Assurance Surveillance Plan (QASP) that are incorporated into the Base IDIQ Section J are applicable to task orders unless otherwise specified at the task order level.

H.2.2.4. SPECIFIC: The contractor shall commence work upon assignment of a specific task order by the Contracting Officer. The work shall be accomplished at the location specified in the task order.

H.2.2.5. TASK ORDER REQUEST (TOR): The task order request constitutes the specific work packages and functions assigned to the contractor within the scope of work and contracted for task orders issued by the Contracting Officer. TORs include specific instructions and details regarding the requirements to be performed.

H.2.2.6. TASK ORDER FORMAT: Proposed TORs will contain sufficient information to allow the contractor to prepare the task order proposal. The proposed TOR will contain as

a minimum the following:

- a. TOR Number
- b. Applicable Contract Number
- c. Proposal Instructions
- d. Evaluation Criteria and Basis for Award
- e. Description of Requirement (PWS)
- f. Deliverables
- g. Contract Requirements Data Lists (CDRL)
- h. Performance Location
- i. Security Classification
- j. Period of Performance
- k. Procurement History, as applicable
- l. COR and Technical Monitor, as applicable
- m. Government Furnished Property, as applicable
- n. Theater Business Clauses, as applicable
- o. Special Clauses and Notes to Awardees
- p. Key Personnel

H.2.2.7. TASK ORDER PROCESS

Awardee shall submit to the KO, a written Task Order Proposal (TOP) within the time specified in the TOR, and shall contain as a minimum, the following:

- a. TOR Number
- b. Contract Number
- c. Authorized Negotiator Point of Contact
- d. TOR Content as prescribed in TOR Instructions
- e. Technical Proposal to include Performance Schedule and Milestones and subcontract participation Cost Proposal that includes as a minimum; a complete breakdown of direct, indirect cost, other direct cost such as travel, equipment and materials, fully disclosed subcontract information pursuant to FAR 15.408 and Certified Cost or Pricing Data for Prime and Subcontractor as applicable.
- f. A cost narrative with sufficient documentation necessary to adequately support and explain each individual cost element proposed.
- g. Subcontractor price or cost analysis as applicable and justification for subcontract type
- h. Compliance with FAR 52.215-22 Limitations of Pass-Through Charges--Identification of Subcontract Effort,
FAR 52.215-23 Limitations of Pass-Through Charges and FAR 52.219-14 Limitations On Subcontracting
- i. Data Rights and Assertions

H.3. SPECIAL INSTRUCTIONS FOR TASK ORDER PROPOSAL (TOP) SUBMISSIONS:

H.3.1. COST PLUS FIXED FEE (CPFF) TASK ORDERS

Pursuant to FAR 16.301-3(3), the Awardees' accounting system must be determined adequate to receive CPFF task orders.

H.3.2. LIMITATION OF PASS-THROUGH CHARGES

FAR 52.215-22, Limitation on Pass-Through Charges-Identification of Subcontract Effort and 52.215-23 Limitation on Pass-Through Charges: FAR 52.215-22, Limitation on Pass-Through Charges- Identification of Subcontract Effort and 52.215-23, Limitation on Pass-Through Charges are applicable to this requirement. If subcontractor costs proposed exceed 70% of the total costs to be performed, Contractors must comply with the subject clauses by providing sufficient information for the Contracting Officer to determine the added value along with assessment of fee and indirect costs. This information will be used as part of the best value decision and evaluation of all elements of costs.

H.3.3. SUBMITTAL OF SUBCONTRACTOR FULLY DISCLOSED PROPOSAL

In order to facilitate expedience when evaluating proposals in response to TORs it is important that the following be adhered to. It is an acceptable practice for Prime contractors to utilize subcontractors in response to requirements. However, costs associated with the prime and "subcontractor" partnership must be evaluated for its fair and reasonableness. "Undisclosed" or "loaded" cost does not allow a proper cost analysis. Therefore the following must be adhered to:

H.3.3.1. FAR 52.215-12 "Subcontractor Certified Cost or Pricing Data" must be adhered to and required information shall be provided as part of the prime contractors proposal submissions by the TOR due date.

H.3.3.2. Prime contractors are responsible for ensuring that fully disclosed rates are provided for evaluation of proposals in response to TOR.

H.3.3.2.1. Subcontract proposals <\$750K. The Prime Contractor must provide a cost analysis that fully supports the reasonableness of subcontractor costs to include an analysis of costs and fee/profit.

H.3.3.2.2. Subcontract proposals >\$750K. Prime Contractor must provide a cost analysis that fully supports the reasonableness of subcontractor costs to include an analysis of costs and fee/profit. In addition, Prime contractors must either provide along with prime proposals or ensure that subcontractors provide a complete breakdown of costs to include subcontractor cost and fee/profit proposed to the KO by the closing date. See format in Table 15-2 of FAR 15.408 for guidance. Primes shall require subcontractors TO submit fully disclosed rates to the contracting officer by the closing date of the TOR. FAILURE TO PROVIDE THIS INFORMATION BY THE TOR CLOSING DATE MAY RESULT IN PROPOSALS BEING ELIMINATED FROM CONSIDERATION OF TASK ORDER AWARDS.

H.3.4. FEE/PROFIT ON TRAVEL AND EQUIPMENT COSTS

Fee or Profit is not authorized for Prime or Subcontractors on travel, stipend, and equipment costs.

H.3.5. USE OF SUBCONTRACTORS AT THE TASK ORDER LEVEL:

Subcontractors proposed will be considered the established subcontracting team and incorporated into the resultant contract.

Additions to the subcontracting team may be considered to support a specific task order request, however, will be highly scrutinized. Awardees are highly encouraged to submit request to add subcontractors as early as possible to preclude delay. Request will only be considered if the requirement dictates the need for a capability that does not currently exist on the subcontractor team. Therefore, all requests to add subcontractors must be provided to the contracting officer and include a complete rationale and specify the basis for not utilizing approved subcontractors, the need and value added of the proposed new subcontractor. A Contracting Officer response will be provided in two (2) working days. The Task Order Proposal date will not be extended to accommodate these requests.

H.4 FIXED FEE AND PROFIT

H.4.1 The Government estimates that the majority of orders will be issued entirely on a cost reimbursable basis, the maximum fixed fee allow is described below:

H.4.1.1 The maximum fixed fee rates apply to any and all cost reimbursement orders and any new requirements added to the order and any orders that may extend beyond the ordering period. Contractors shall not propose fee for cost reimbursement orders or CLINs that exceeds the maximum allowable fee in accordance with the FAR 15.404-4 (a) (3) and 15.404-4 (c) (4)

H.4.1.2 Fixed fee will be negotiated for each task order. Contractors will be allowed fixed fee on subcontract costs, *excluding* equipment, stipend, and travel costs. The maximum Fixed Fee the Prime contractors will be allowed to apply to subcontracts is as follows:

Small Business Subcontracts:	Maximum Nominal Fee 5%
Other Than Small Business Subcontracts:	Maximum Nominal Fee 3%

H.4.1.3 Fixed fee shall not be included on proposed travel, stipend, and equipment costs.

H.4.2 Profit: Profit will be negotiated on FFP task orders at the task order level.

H.4.2.1 The maximum profit rates apply to any and all firm fixed price orders and any new requirements added to the order and any orders that may extend beyond the ordering period. Contractors shall not propose profit for firm fixed price orders or CLINs that exceed the maximum profit rates as TBD at the task order level.

H.4.2.2 Profit will be negotiated for each task order. Contractors will be allowed profit on subcontract costs, *excluding* equipment, stipend, and travel costs. Contractor proposed fee or profit shall not exceed the regulatory constraints noted in FAR 15.404-4 apply to subcontracts is as follows:

Small Business Subcontracts:	Maximum Nominal Fee 5%
Other Than Small Business Subcontracts:	Maximum Nominal Fee 3%

H.4.2.3 Profit shall not be included on proposed travel, stipend and equipment costs.

H.5 Travel

H.5.1 Travel arrangements, including extended travel, shall be provided to and are subject to approval by the COR in advance of travel.

H.5.2 Costs for transportation shall be based upon mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of the travel as set forth in the Joint Travel Regulations (JTR).

H.5.3 Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. Using Government funds to pay for premium travel (including first and business class) is not allowable unless specifically authorized. Exceptions for the use of premium travel shall be approved in writing by the COR prior to travel.

H.6 Organizational Conflict of Interest (OCI)

H.6.1 The term "Organizational Conflicts of Interest (OCI) is defined in Federal Acquisition Regulation (FAR) 2.1; also see FAR 9.502 (c). An "OCI exists when a Contractor would face an actual or potential conflict of interest if it worked on a planned contract, due either to its other business interests or to the nature of the effort to be performed.

However, organizational conflicts of interest are more likely to occur in contracts involving:

Management support services;

Consultant or other professional services;

Contractor performance of or assistance in technical evaluations; or Systems engineering and technical direction work performed by a Contractor that does not have overall contractual responsibility for development or production.

The Contracting Officer will review and analyze (PWS/SOW/SOO) under this contract prior to issuance of a Task Order Request and determine that no OCI has been identified, potential or otherwise. However, Awardees shall make a preliminary disclosure to the Contracting Officer, prior to the due date for receipt of Task Order Proposals, of any OCI issues the Awardee has identified. Such preliminary disclosure will allow the Contracting Officer more time to assess both the potential OCI and the Awardees proposed strategy to negate or mitigate the OCI. This assessment may be crucial since, per FAR 9.504(e), the Contracting Officer may not award the task order/delivery order to a Contractor with an OCI that cannot be negated or mitigated. If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing contract, the Contracting Officer will take the necessary action to delete that requirement and/or mitigate any conflict of interest that may be present. The Contractor agrees that the Government may, up to three years after acceptance of all programmatic documentation to be delivered under applicable Task Orders, restrict the Contractors future participation in any resulting program managed system acquisition action(s).

H.6.2 Title 10, US Code Section 2399 prohibits the involvement of a defense contractor in the operational test and evaluation of its own systems and equipment. Consequently, all parties must be particularly sensitive to potential, actual, or perceived organizational conflicts of interest where system contractors are or appear to be involved in the operational testing and evaluation of their own equipment or systems, including involvement as a test support contractor. Such involvement is strictly prohibited. The Contractor acknowledges that it is familiar with Title 10 U.S.C. Section 2399 and FAR Subpart 9.5 and agrees that it will avoid conflicts of interest and, to the maximum possible extent, the appearance of conflict of interest, in accordance with the principles set forth in the Statute and FAR. The contractor also acknowledges that statutory operational testing and evaluation conflicts of interest arising under 10 U.S.C. 2399 and Army Regulation 73-1, paragraph 5-6, may not be mitigated or "firewalled" using the FAR Subpart 9.5 procedures.

H.7 Federal Holidays

H.7.1 Contractor personnel performing at a Government site shall observe federal holidays and other days identified in this section unless otherwise indicated in an order.

The Government observes the following days as holidays:

New Years Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

In addition to the days designated as holidays, the Government may also observe any day

designated by Federal Statute, Executive Order, or Presidents Proclamation.

H.8 Government Site Closures

H.8.1 All or part of a Government site may be closed in response to an unforeseen emergency. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.

H.8.2 Contractor personnel shall be officially dismissed upon notification of a Government site closure.

H.8.3 Contractor personnel shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

H.8.4 Regarding Government site closure notifications, contractors shall follow instructions for non-essential personnel provided by local radio, television, official websites, and/or official Government site hotlines. Contractors may not receive any other form of notification of a Government site closure from the Government. If a decision to close all or part of a Government site is made during the duty day and the decision is transmitted through official notification channels, contractors shall follow the instructions provided.

H.8.5 Regarding the requirements of an order under this contract, the Government shall retain the following options:

H.8.5.1 The Government may grant an extension for any order delayed by the closure equal to the time of the closure, subject to the availability of funds.

H.8.5.2 The Government may forego work. Contractors shall not receive payment for any work not performed.

H.8.5.3 The Government may reschedule the work on any day that is mutually satisfactory.

H.8.5.4 The Government may, at its discretion, permit the contractor personnel to perform at an off-site location during the period of the Government site closure, if meaningful work can be accomplished. If given the approval to work off-site during the closure, the contractor shall certify to the Government in writing within five (5) business days of returning to the Government site the nature and scope of the work completed off-site. If applicable, the contractor shall be permitted to bill the Government at the labor rates specified in the cost proposal for the specific task order.

H.9 Additional Clauses

Additional clauses may be added to orders issued under this contract as applicable. Examples include, but are not limited to, the following:

- a. Additional intellectual property and data rights clauses
- b. FAR Part 15 Contracting by Negotiation clauses may be added depending on the basis for award of an order.

H.10 Other Considerations

H.10.1 Additional CLINs may be added to orders if necessary to meet the requirements of the order. For example, CLINs may be added for ancillary items or data requirements.

H.10.2 The Government will not reimburse contractors for bid and proposal costs associated with any request for proposal for orders awarded on a competitive, sole source, or single offer basis, any contract or order modification, or any no cost settlement unless mutually agreed upon in writing.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	OCT 2018
52.204-8	Annual Representations and Certifications	JAN 2020
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-13	Notice of Set-Aside of Orders	NOV 2011
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
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
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-1	Cost Accounting Standards Notices And Certification	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
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

52.232-12	Advance Payments	MAY 2001
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-36	Payment by Third Party	MAY 2014
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
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7007	Alternate A, Annual Representations and Certifications	JUN 2019
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.237-7007	Termination for Default	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through [insert dates].

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of (insert dollar figure or quantity); or

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

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

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

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and

in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover--

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

- (2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.
- (d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.
- (e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.
- (f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--
 - (1) Have access to a system of records;
 - (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
 - (3) Design, develop, maintain, or operate a system of records.
 (End of clause)

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

- (a) As used in this clause--

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

Made means--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Communications.

Intellectual Property Law Division

U.S. Army Material Command Legal Center - APG

6001 Combat Drive, 3rd Floor Aberdeen Proving Ground, MD 21005

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

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

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

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

(End of clause)

52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)

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

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Name	Title of Document	Provided in RFP
Attachment 1	Past Performance Questionnaire and Survey	Yes
Attachment 2	Questions Template	Yes
Attachment 3	TOR 1	Yes
Exhibit A	DD Form 1423 Contract Data Requirements List (CDRLs)	Yes

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541715.

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the

period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

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

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

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

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

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

(☐) yes(☐) no

(End of Provision)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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
52.214-34	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
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
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 **Multiple Award Indefinite Delivery Indefinite Quantity** type contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under 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 Leroy Hardy, Army Contracting Command-APG-RTP Division, PO Box 12211, Research Triangle Park, NC 27709-2211.

(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)

52.252-5 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 _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs;		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		(3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<u>COST ELEMENTS</u>				
<u>MATERIALS AND SERVICES</u>				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
<u>SUBCONTRACTS (Purchased materials or services)</u>				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u>				
18.	FAR 52.215-20 FAR 2.101, "commercial item"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		on a competitive basis exceeding the threshold for certified cost or pricing data?		
INTERORGANIZATIONAL TRANSFERS				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<u>INDIRECT COSTS</u>				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<u>OTHER COSTS</u>				

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<u>OTHER</u>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges-- Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

L.1 GENERAL INSTRUCTIONS

L.1.1 Each offeror shall submit one (1) proposal via email to the Contracting Officer Mr. Leroy R. Hardy Jr., e-mail address at: usarmy.rtp.ccdc-arl.mbx.hubzone-outreach-program@mail.mil prior to the date and time specified in Block 9 of the Standard Form 33. Offeror's proposals are due by 04:00 PM Eastern Standard Time (EST) on **15 April 2020**. Amendments to the Solicitation will not result in an extension of proposal due date. Offerors shall NOT submit proposals via the www.fbo.gov. The size per email shall not exceed 9MB. When submitting proposals the subject line shall include the phrase **"HBCU/MI Outreach Initiative"**. If submitting multiple emails, the subject line shall include " Email 1 of 2", " Email 2 of 2", as appropriate to the number of emails submitted (e.g. HBCU/MI Outreach Initiative Proposal Email 1 of 2), as appropriate to the number of emails submitted. Offerors shall not submit compressed or .zip files. If the offeror does not receive confirmation of receipt, it is the responsibility of the offeror to contact Mr. Leroy R. Hardy Jr. via email at Leroy.r.hardy.civ@mail.mil to confirm their proposal has been received timely.

L.1.2 All questions shall be submitted via email to usarmy.rtp.ccdc-arl.mbx.hubzone-outreach-program@mail.mil no later than 04:00 PM Eastern Standard Time (EST) on **03 April 2020**. Offerors shall NOT submit questions via www.fbo.gov website. When submitting questions the subject line of the e-mail shall be "Questions submitted by ENTER NAME OF KTR". All questions shall be **submitted using Attachment 3**. The Offeror shall not edit the format of the attachment in any way.

L.1.3 All communications shall be conducted only in writing and directly to the Contracting Officer as identified in the Standard Form 33. Offerors shall not contact any other Government personnel other than the Contracting Officer identified. Contacting any other Government personnel other than the Contracting Officer identified may result in an organizational conflict of interest (OCI) and may result in an offeror being excluded from competition and award. The Offeror shall disclose any potential OCI situations with itself, subcontractors, partners or any other offeror as it applies to this solicitation HBCU/MI Outreach Initiative task order contract to the Contracting Officer as soon as the OCI is identified; including if identified prior to proposal submission. The disclosure shall include the facts and an analysis of the actual or perceived conflict and recommend an approach to neutralize, mitigate, or avoid the potential conflict. The Contracting Officer will determine if resolution is necessary and promptly respond to resolve any potential conflicts, which may include notifying an offeror of their exclusion from the competition. If disclosure is not warranted, an Offeror shall submit an affirmation statement in its proposal affirming they are not aware of any OCI in accordance with L.2.5. If an offeror fails to submit either a disclosure of potential OCI situations or an affirmative statement that the offeror is not aware of any OCI, the offeror may be considered non responsive in accordance with, Phase I – Pre-Evaluation Screening Compliance as discussed in Section M entitled Basis for Award.

L.1.4 Costs associated with the preparation and submission of the technical proposal or bid in response to this solicitation are the responsibility of the Offeror.

L.1.5 Each Offeror's entire proposal shall remain valid for a minimum of 180 calendar days from the date of proposal receipt by the Government. If an Offeror states in their proposal that the proposal is valid for any period less than 180 days, the proposal **shall not** be considered for award.

L.1.6 Offerors **shall not** submit any assumptions, terms, conditions, caveats, or exceptions with proposals. All concerns shall be addressed by submitting questions by the date specified in this solicitation. If an Offeror includes any assumptions, terms, conditions, caveats, or exceptions with proposals, the proposal will not be considered for award.

L.1.7 The e-mail proposal submittal must consist of separate files as set forth and named below. Microsoft Office 2007 software or higher and Adobe software if applicable, shall be

used to create the required files. If the Government is unable to access the documents, the proposal will not be considered for award. Proposals shall not contain any classified data or information. No password protected files will be accepted.

Offerors shall replace xxxx with the company name and MMDDYY with the date of the proposal. For example, Offeror A CORP 021515.doc(x).

Volume	Factor	Title	Maximum Pages	File Name Convention*
1	1	Management	30	Volume 1 xxxx Management MMDDYY.doc
2	2	Technical	25	Volume 2 xxxx Technical MMDDYY.doc
3	3	Past Performance	See paragraph L2.4	Volume 3 xxxx Past Performance MMDDYY.doc
4	4	Cost	No page restrictions	Volume 3 xxxx Cost MMDDYY.doc and Volume 3 xxxx Cost MMDDYY.xls
5	N/A	Cover Letter	3	Volume 5 xxxx Cover Letter MMDDYY.doc

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed and not read or evaluated by the Government.

*Written Consent of Major Subcontractors, Letter of Commitment, Manpower charts (Organizational chart), and Past Performance Questionnaires are excluded from the page count.

In order to reduce proposal size, proposals shall be limited to the number of pages outlined above for each volume. Page limit is viewed as total pages within a file including, but not limited to, table of contents, cover page, glossary page, etc. All proposal information shall be confined to the appropriate file. Pages containing text shall be typewritten using the standard letter size (8.5 x 11) in Microsoft Word. Text shall be in a minimum of twelve (12) point Times New Roman font and the page layout shall have no less than one inch (1) margins. Drawings or other graphics shall be reduced only to the extent legibility is not lost using the standard letter size (8.5x11) in Microsoft Word. Any table or graphic shall have a minimum of ten (10) point Times New Roman font. All pages shall be appropriately numbered and marked with the complete company name, date, and solicitation number in the header or footer.

L.1.8 Cost/price information shall not be included in Volumes 1, 2, or 4.

L.1.9 Phase I - Pre-Evaluation Screening Compliance

The complete proposal submission consists of five Volumes. The Offeror will be responsible for ensuring its proposal is transmitted and received as specified in paragraph L.1

L.1.10 Phase II - Evaluation Includes:

Volume 1: Management
Volume 2: Technical
Volume 3: Past Performance
Volume 4: Cost

L.2 PROPOSAL CONTENTS

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.

All information the offeror intends to have considered shall be submitted with the initial proposal. Offerors are responsible for including sufficient information to permit a complete, thorough, and accurate evaluation of their submitted proposal. Proprietary information shall be clearly marked, otherwise it will be deemed to be public information.

L.2.1 Volume 1: Factor 1 - Management

The Management Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror’s proposal. Legibility, clarity and coherence are very important. Offeror’s responses will be evaluated against management evaluation criteria as defined in Section M. The proposal should not simply rephrase or restate the Government’s requirements, but rather shall provide convincing evidence of the rationale to address how the Offeror intends to meet these requirements. For purposes of this factor, Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation only on the information presented in the Offeror’s proposal. The volume shall be organized into the following sections and the proposal shall address the following as a minimum:

The proposal must demonstrate a realistic management and contract management approach that provides a high likelihood of success in responding to all tasks that may be required under this contract. All pertinent issues must be addressed including: managing personnel at widely dispersed locations. A proposal must demonstrate clear ability to match resources to a suitable and cost-effective solution with appropriate effective management oversight and control. Proposals shall identify all associated contract team members. The Offeror shall demonstrate that the contract management capabilities and processes will work effectively, with the Government Team, throughout the life of the contract. In conjunction, the offeror shall: (1) Articulate their understanding/ability to manage day to day needs of the program elements to include intellectual property (IP) and PII; (2) a plan for providing time sensitive deliverables as defined in the Performance Work Statement; (3) provide a plan for evaluating each program element, see Section 2 of the PWS; (4) provide a plan for subcontracting work to other businesses; (5) provide an annual evaluation of the qualifications and credentials of personnel and businesses involved in the management and execution of the ARL Outreach; and (6) provide a robust Quality Control/ Quality Assurance plan that are compliant with federal regulations and requirements.

Key Personnel

The Government has identified the following key personnel:

1. Program Manager

The Offeror shall propose one person for each key personnel and describe their specific

experience in the functional area and relevance to the scope of work.

The Offeror shall provide a resume not to exceed three (3) pages for each employee or prospective employee designated to fill a key position. The resumes shall be provided in the following format and provide sufficient information for the Government to be able to assess Key Personnel capabilities with respect to technical knowledge and expertise and management leadership and experience: A key area to address is the proposed management structure for planning, assigning and executing work to include the autonomy of the Program Manager.

Program Manager must have 10 years of experience in managing projects related to STEM and Outreach support. The Program Manager must have in-depth experience in the planning, coordinating, directing, implementing and reporting of work efforts. Experience in managing budgets, personnel and contracts are required.

Minimum Education: Master's degree (related field of study)

Minimum Experience: 10 years total.

The Offeror shall provide the following information for all employees designated as Key in the following resume format.

1. Name
2. Proposed Assignment: Title, Job Description and Organizational Responsibilities
3. Current Position (Beginning Date: Month/Year)
 - a. Firm
 - b. Significant Experience
 - c. Specific Projects
4. Previous Positions (at least 10 years)
 - a. Firm and period of employment
 - b. Significant Experience
 - c. Specific Projects
5. Education
 - a. Degrees, Dates, Major and School
 - b. Other Educational Training (month/year)
 - c. Licenses or Certifications
6. Professional Activities and Achievements
 - a. Awards
 - b. Significant Publications
 - c. Licenses or Certifications
7. Security Clearance and Investigation Type and Date
8. Unique Qualifications (Summarize any relevant, unique experience, education, or personal characteristics that may not be evident from the information above)
9. Letter of Commitment

L.2.2 Volume 2: Factor 2 – Technical

The Technical Factor consists of the Task Order Request (TOR) that will result in the issuance of the first task order. This factor will be evaluated as part of the ID/IQ Base Award decision and will be used to issue the first task order.

Only the technical response to the TOR shall be included in this volume. The cost portion of the TOR shall be submitted as part of Factor 4, Volume 4 - Cost.

See Attachment 05 for TOR instructions.

L.2.3 Volume 3: Factor 3 - Past Performance

Offerors shall complete and submit Attachment 03, entitled Past Performance Questionnaire and Survey.

Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offeror.

L.2.3.1 Except as stated in L.2.4.2, Offerors shall submit three (3) recent (past 3 years) and relevant past performance examples. Past Performance (PP) Information may include; PP as Prime Contractor, PP as Subcontractor, and/or PP as an Established Joint Venture Agreements that are being proposed in response to this solicitation. Relevant efforts are defined as services/efforts that are the same as or similar to the effort defined in the Performance Work Statement.

Each example shall not exceed two (2) pages and shall include the following:

- a. Contract number, task order number if applicable, Commercial and Government Entity (CAGE) code,
DUNS number, and North American Industry Classification System (NAICS) code
- b. Government contracting activity, Contracting Officer name, telephone number, and email address
- c. Government Contracting Officer Representative (COR) and/or technical representative, telephone number, and email address
- d. Government contract administration activity, Administrative Contracting Officer (ACO) name, telephone number, and email address
- e. If offeror performed as a subcontractor, prime contractor company name, point of contact name, telephone number, and email address
- f. Contract type, and in the case of indefinite-delivery contracts, primary type and secondary type (for example, indefinite- delivery indefinite-quantity, cost-plus-fixed-fee)
- g. Awarded price/cost
- h. Final or projected final price/cost
- i. Awarded period of performance
- j. Final (actual) or projected final (if ongoing) start and end dates of the period of performance
- k. Percentage of effort, based on the total cost of the work performed, performed as a prime contractor or subcontractor at the time of proposal submission
- l. Description of the specific tasks or activities performed by the offeror itself under the contract
- m. Narrative: Offerors shall provide a narrative for each past performance example. The narrative shall describe the contract listed, the contract objectives achieved, and how the contract is relevant to the requirements of this solicitation.

n. Self-assessment: Offerors shall provide a self-assessment for each past performance example. The self-assessment shall address performance, including if the contractor met the schedule and technical requirements within the original estimated cost. If the original cost, schedule, or technical requirements of the contract were not met, the offeror shall provide a brief explanation of the reason(s) the original requirements were not met and any corrective actions taken by the contractor. The offeror shall identify each time the schedule (period of performance) or cost ceiling was revised and provide an explanation of why each revision was necessary.

Offerors shall include a narrative explaining each event above, including any corrective actions taken, not to exceed one (1) page per event. If none of the above were received within the past three (3) years, the offeror shall state so in the proposal.

L.2.3.2 Offerors shall state if they have no recent or relevant past performance.

L.2.3.3 Corporate entities, intra-divisional companies, joint ventures, and partnerships. If any past performance example was performed by a corporate entity, intra-divisional company, or partner other than the corporate entity or intra-divisional company that will perform the work described in this solicitation, identify them, describe the relationship, and indicate which entity or company will perform this effort. This information shall not exceed one (1) page.

L.2.3.4 Predecessor companies. If the proposed past performance was performed by a predecessor company, provide the information for the recent and relevant contract of the predecessor company and document the history of the evolution from the predecessor company. Any corporate experience of a company that in the future might, but has not yet, become part of the Offeror's company, including but not limited to any pending novation agreements, mergers, and acquisitions, will NOT be considered. Any corporate experience of a predecessor company or division divested away from the offeror also will NOT be considered.

L.2.3.5 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. This information shall not exceed one (1) page.

L.2.4 Volume 4 : Factor – Cost

L.2.4.1 Part 1 – Fee

Fee shall not be applied to travel or equipment costs. The Contractor will be allowed fixed fee on subcontract costs, excluding equipment, stipends and travel costs.

Other Direct Costs for subcontracts as follows:

L.2.4.1.1 For Part 1, **Offerors shall complete and submit Attachment 1**, entitled Fee only. Offerors shall rename Attachment 1 as xxxx FEE MMDDYY.doc(x) replacing xxxx with the company name and MMDDYY with the date of the proposal.

L.2.4.1.2 For an Offeror that receives a contract award, the Offeror's proposed maximum fee rate will be incorporated in Section H of the base contract as a maximum allowable fee on all cost plus fixed fee task orders and/or cost plus fixed fee contract line item numbers (CLINs) for the base ordering period and any orders that extend beyond the expiration of

the ordering period. NOTE to Offerors: The Government estimates that Cost-Plus- Fixed-Fee will be the primary task order type utilized for this contract.

L.2.4.1.3 Part 2 - Cost Narrative for Task Order Request (TOR). REMINDER: cost information shall not be included as part of the Technical Proposal.

The Offeror shall submit its Cost proposal in Microsoft Excel format, utilizing any of the following versions: Microsoft Office 2000, 2007, or Office XP. Spreadsheets shall be sent in file format that includes all formulas, macro, and format information. Print image is not acceptable.

L.2.4.1.3.1 The Offeror shall break out and detail all costs including labor, travel, material, and Other Direct Costs (as applicable). For instance, when pricing travel costs, the Offeror shall break out the number of trips, the number of individuals traveling, what (PWS) section the trip(s) relate(s) to, where they are traveling from and to, the duration of the trip, what expenses they will incur while there, etc. If there are gaps in the pricing that cannot be substantiated, your TOP may be rejected. The Offeror shall also address the Contractor Manpower Reporting requirement (if applicable). The Offeror shall identify and explain any exceptions or deviations. Additionally, identify any assumptions used in the TOR preparation (if applicable).

L.2.4.1.3.2 The labor categories and rates proposed shall reflect the use of current, updated fringe benefit rates approved by DCMA/DCAA. Supporting rationale for consideration must be provided for deviations from established rates or if Offeror has no approved DCMA/DCAA approved rates.

L.2.4.1.4 Offerors shall provide whatever information is necessary for the Government to determine why the proposed direct labor rates are realistic.

L.2.4.1.5 In accordance with FAR 15.403-1(b), data other than certified cost or pricing data is required to support cost realism and cost reasonableness in accordance with FAR 15.404-1.

L.2.4.1.6 In support of proposed direct labor an Offeror shall provide documentation to include at least one of the following: 1) a copy of the most recent Forward Pricing Rate Agreement (FPRA), 2) Forward Pricing Rate Recommendation (FPRR), 3) a DCAA or DCMA report or memorandum containing the most recent finalized DCAA/DCMA audit or review, or other statement of current rates to include documentation to validate the proposed direct labor rates.

L.2.4.1.7 Documentation for any proposed direct labor rates may be recent actual direct labor rates supported by payroll records and/or paystubs, or market salary survey data. If providing a salary survey, salary survey information at a minimum shall include: the source of data used to develop the salary ranges, the job title and description being surveyed, the geographic location for which the survey data is valid, and a range of salary amounts with reference to applicability of amounts. When salary surveys are used to support proposed direct labor rates, Offerors are encouraged to propose a direct labor rate for each category within the range of the 25th to 90th percentiles of the survey data. If an Offeror's proposed direct labor rate is either higher or lower than this range, the proposed cost may be determined not fair and reasonable and/or not realistic. Offerors are advised that in order to be considered for award, proposed costs shall be determined to be fair, reasonable, and realistic in accordance with FAR 15.404-1.

L.2.4.1.8 If after receipt of proposals the Contracting Officer determines there is insufficient information available to determine cost reasonableness and cost realism and none of the exceptions identified in FAR 15.403-1 apply, the offeror shall be required to submit certified

cost and pricing data.

L.2.4.1.9 Travel charges shall be authorized in advance. The Offeror's travel charges shall be in accordance with the current volume of the Government Joint Travel Regulations (JTR). The Offeror will not be reimbursed for travel within a 50-mile radius. Fee on travel is not authorized and shall not be reimbursed under the terms of the resultant task order for both prime and subcontractors.

L.2.4.1.10 If proposing subcontractors, the Offeror shall explicitly detail on its Cost/Price proposal the amount of work subcontracted, in terms of both dollars and percentage. A Certificate of Current Cost or Pricing Data, in the format specified in FAR 15.406-2 (as applicable). A cost analysis which supports the determination of fair and reasonableness of price must be included to support subcontractor proposals. Additionally, if proposing subcontractors, the Offerors shall explicitly detail on its Cost/Price proposal the amount of work subcontracted, in terms of both dollars and percentage.

L.2.4.1.11 Task Order (TO) Type: The Government contemplates awarding a Cost-Plus Fixed Fee Task Order as a result of **TOR 0001**. In accordance with Federal Acquisition Regulation (FAR Subpart 16.2), Awardees can propose Firm-Fixed-Price (FFP) for this TO. NO preference will be given to a FFP proposal.

In addition to the Cost/Price proposal submitted, in accordance with FAR 15.408, Table 15-2, the Offerors shall submit a cost breakdown as follows:

Base Period		
Task Number		Enter Contract Type
		\$
		\$
		\$
Materials		
Travel		
Equipment		
Item	Quantity	Cost
Proposed Subcontractors		
Name of Subcontractor		Cost

L.2.5 Volume 5: Cover Letter

Offerors shall submit a cover letter on company letterhead. The cover letter shall not exceed three (3) pages, excluding the attachment of the Standard Forms 30 and 33. The following information shall be included in the cover letter:

- a. The point of contact for the proposal, including the individual's name, company position/title, phone number, and e-mail address.
- b. An affirmative statement that the identified point of contact has the authority to enter into an agreement on behalf of the offerors company.

c. An affirmative statement of agreement to all terms, conditions, and provisions of this solicitation and that the proposal does not include any assumptions, terms, conditions, caveats, or exceptions.

d. An affirmative statement that the Offeror is not aware of any OCI with itself, subcontractors, partners or any other Offeror as it applies to this solicitation for CCDC-ARL Outreach Program task order contract or an affirmative statement that any OCI that the offeror is aware of for any Offeror as it applies to this solicitation has been disclosed to the Contracting Officer and the date it was disclosed, including if disclosed with proposal submission.

e. An affirmative statement that the entire proposal will remain valid for a minimum of 180 calendar days from the date of proposal submission.

f. The Offeror's CAGE code, DUNS number, and cognizant DCAA and DCMA offices.

g. Signed copy of the Standard Form 33; digital signature or handwritten signature on scanned copy will be acceptable.

L.2.5.1 Offerors shall attach to the cover letter any submissions required in accordance with Section K of this solicitation. Submission requirements for Section K are not included in the page limit for the cover letter.

L.2.5.2 Offerors shall attach to the cover letter signed copies of all SF 33 and SF 30 forms, if issued. SF 33 and SF 30 forms, if issued, shall be signed as required in accordance with FAR 4.102. Digital signatures or handwritten signatures on a scanned copy are acceptable. Submission of the SF 33 and SF 30 forms is not included in the page limit for the cover letter.

Section M - Evaluation Factors for Award

M.1 GENERAL INSTRUCTIONS

M.1.1 The Government will not evaluate any pages that exceed the page limitations identified in Section L.

Proposals that fail to separate cost/price information from Volumes 1, 2, 3 or 5 will be determined to be nonresponsive, and will not be considered for award. Proposals with an omission of any required information shall not be considered for award.

M.1.2 The Government will not reimburse any offeror for bid and proposal costs associated with responding to this solicitation. The award of this contract is subject to the availability of adequate funds. The Government reserves the right to cancel this requirement at any time without being responsible for bid and proposal costs.

M.2 BASIS OF AWARD

M.2.1 This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) subpart 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Multiple awards will be made based on the best overall value proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: Management, Technical, Past Performance, and Cost/Price. Multiple awards may be awarded to Offerors who are deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation).

M.2.2 For an offeror to receive consideration for award, an adjectival rating of no less than "Good" must be achieved in Factor 1, Management Approach and Factor 2, Technical Approach and a minimum rating of "Relevant" and "Satisfactory Confidence" must be achieved for Factor 3, Past Performance unless a "Neutral/Unknown risk" rating is applicable. A "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating. Offerors are cautioned that the Government may award the resultant contract to other than the lowest cost Offeror.

M.2.3 All non-cost factors when combined are significantly more important than cost. The Management Factor is the most important factor, and the Technical Factor is more important than the Past Performance Factor.

M.2.4 Multiple IDIQ Task Order Contracts are anticipated as a result of the Final RFP. To be eligible for award, Offerors must be HUBZone certified businesses pursuant to FAR Part 19.13, must have submitted a fully responsive proposal and be selected based upon the evaluation criteria and the terms and conditions of this Solicitation.

M.2.5 Evaluation Process. As set forth in FAR 52.215-1 (f)(4), the Government intends to award without discussions, except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. A competitive range will be established in the event that discussions are determined to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Only those Offerors determined to be within the competitive range will be included and notified by the Contracting Officer.

M.3 TWO PHASE PROCESS

M.3.1 Phase I - Pre-Evaluation Screening Compliance

The first phase of the evaluation is screening of all five volumes of the proposals to validate compliance to the proposal submission instructions of Section L. If an Offeror's proposal is determined to be non-responsive, the Offeror will be notified by the Contracting Officer.

M.3.2 Phase II - Evaluation of Volumes 1- 4

The second phase is to evaluate the Offeror's response to Volume 1 – Management Approach, Volume 2 – Technical Approach, Volume 3- Past Performance and Volume 4 – Cost/Price pursuant to the evaluation instructions in Section L and the evaluation criteria in Section M of the RFP.

After completion of evaluation of initial proposals, if discussions are determined to be necessary, a competitive range will be established. The competitive range may be limited for purposes of efficiency pursuant to FAR Part 15.306(c) (2).

M.4 EVALUATION APPROACH

M.4.1 All proposals shall be evaluated by the Source Selection Team (SST). The evaluation approach for all factors 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.4.2 Factor 1: Management Approach

The Management factor evaluates the Offeror's proposed approach for the contract performance period. Marginal levels of overall approach to the management factor could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range, if one is established.

The management approach shall describe how the Offeror will ensure all work performed produces quality services and deliverables and will describe Offeror's plan for interacting with Government personnel. The management approach shall also describe staffing, quality control, problem resolution methodology, and the subcontracting strategy for the performance of tasks.

The Management approach should also provide adequate assurance of (1) ability to fulfil positions that

enable the offeror to quickly execute contract functions (staffing strategy) to include history of collaboration with university and academic partners and industry, (2) Strategy for successful interaction with Government personnel, and (3) Key personnel proposed for this effort to include a review of resumes. Additionally, the management approach shall include plan for status reporting and completion of work including all deliverables, and how the offeror plans to track progress in meeting any goals and objectives of this requirement.

Manage Workshop: The offeror shall describe its ability to plan, coordinate, and administer all aspects of a CCDC ARL Outreach Workshop. Efforts shall include coordination with the GPM on location and agenda development.

Manage Travel: The offeror shall describe its ability to manage travel for the different CCDC ARL Outreach Programs for Students and professional development as listed in the PWS. The database management system must be sufficient to maintain travel records for CCDC ARL Outreach Students.

Database/Financial Management. This section shall describe the offeror's database and financial management system. The database management system must be sufficient to collect and categorize applications; maintain records of unsuccessful applicants for four years from date of application; maintain records of current Students; and maintain records of selectees.

Data shall be organized such that demographic lists, alphabetical lists and other data are easily accessible. The database shall include information regarding the student's institution, current address, scientific discipline, academic record, comments and any benefits derived from participation in the program.

The offeror shall demonstrate the database management system will be maintained accurately and comprehensively to provide information to Army, DoD, and Congressional personnel in a timely manner regarding the program's demographics, minority participation, attrition, follow-on research opportunities and program finances.

M.4.3 Factor 2: Technical Approach

The evaluation will assess the extent to which the Offeror possesses the expertise, knowledge and capabilities for successful performance of the requirements identified in the TOR and PWS. The evaluation will assess the description/qualifications/certifications and Resumes of the proposed employees to include proposed subcontractors. In order to receive a rating of Acceptable in the technical factor an Offeror must include resumes of the number of personnel that supports the Offerors approach.

Technical Capability Volume shall provide methodology that contractor would use for accomplishing/satisfying the Performance Work Statement. Do not merely reiterate the objectives or reformulate the requirements specified in the PWS.

Administration of Payment of Stipends and Academic Expenses. This section shall describe the offeror's process/approach to ensure students will be provided stipends and the students' universities will be provided full tuition, required fees, and any other appropriated funding. The offer shall demonstrate experience in providing successful accomplishment of all aspects of student administration in a science and technology environment to include: managing a range of 100 new students per year; ability to manage up to 100 students in a program; and processing new studentship applications during the first year of the contract.

Panel Evaluation. The offeror shall describe its ability to convene panels of experts drawn from the academic community in the disciplines listed in the PWS. The offeror shall demonstrate the ability to successfully solicit the willing participation of evaluators of the highest caliber (selection of qualified evaluators is a vital component in the successful operation of the program) given that the offeror's

status within the U.S. academic and science and technology community shall be of sufficient stature to successfully enlist highly qualified evaluators for the review process.

Attraction of Applicants: The offeror shall describe its approach for attracting highly- qualified applicants via outreach plan as described in PWS.

Website Design and Maintenance: The offeror shall describe its ability to design and maintain website to sustain an on-line application process (promotion to award), market and promote Army research opportunities and overall CCDC ARL Outreach program details to include annual CCDC ARL Outreach Workshop and travel.

M.4.4 Factor Ratings

The factor ratings, excerpted below are for volumes 1 through 2 and focus on the strengths, deficiencies, weaknesses, risk and uncertainties of the Offeror's proposal. The color rating describes how well their proposal's meet the terms of the factors/subfactors.

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

M.4.4.1 Findings Definitions

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 in the proposal is an aspect of an Offerors' proposal that has appreciably exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness. Means a flaw in the proposal that increases the risk of unsuccessful contract performance. A "**significant weakness**" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency. Is 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.

Uncertainty. Any aspect of a non-cost/price factor proposal for which the intent of the Offeror is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission or mistake).

M.4.5 Factor 3: Past Performance

M.4.5.1 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.

M.4.5.2 Proposed past performance will be evaluated using the Offeror's proposal, the Past Performance Information Retrieval System (PPIRS), Past Performance Questionnaires and any other sources available to the Government.

M.4.5.3 The Government will focus its inquiries on the Offeror's record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, The Offeror shall identify up to three recent and relevant projects the Offeror has performed of similar size, scope, and complexity that demonstrate their ability to perform the specified tasks within the last 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 "unknown confidence rating" and its proposal will not be evaluated either favorably or unfavorably on past performance. A "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating.

M.4.5.4 If an Offeror states they have no recent or relevant past performance and the Government obtains negative past performance information from a source other than an Offeror's proposal (i.e. PPIRS, questionnaires, etc.), the information may be used to determine the performance confidence rating for that Offeror. The Government does not assume the duty to search for data to cure problems found in proposals.

M.4.5.5 If an Offeror only has recent and relevant past performance examples as part of a predecessor company, the Government may consider that past performance in the evaluation.

M.4.5.5.1 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 as described in the PWS. 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.

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

M.4.5.5.2 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, interviews, CPARS, and other sources form the support and basis for this assessment.

M.4.5.5.3 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 to include utilization of small business assessment. Ensure the rationale for the conclusions reached are included.

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

M.4.6 Factor 4: Cost and Price

M.4.6.1 Part 1 - Fee: The Government will evaluate each Offeror's cost proposal as described in Section L of the solicitation to ensure the proposed contains a summarization of direct labor, direct labor rates, indirect labor rates, G&A, if applicable, total costs, and fee for 2080 hours for each of the four skill classifications listed at a location listed.

Fixed Fee: No fixed fee shall be applied to other direct costs, to included travel equipment, stipend, and travel costs.

M.4.6.2 Part 2 – Cost Narrative: The Government will evaluate each Offeror's cost proposal to determine if the Offeror has provided the necessary documentation to support their proposed costs, as requested in the solicitation. The Government may use external sources of information in performing its cost evaluation including, but not limited to, Bureau of Labor Statistics, Department of Labor, Defense Contract Audit Agency, and Defense Contract Management Agency. This does not preclude the Offeror from submitting supporting documentation for proposed costs.

M.4.6.3 Part 3- Cost Management: : Fixed fee will be evaluated in accordance with the guidelines set forth in the Defense Federal Acquisition Regulation Supplement (DFARS), Subpart 215.4, Contract Pricing.

The Government will evaluate the realism of proposed direct labor rates in accordance with FAR 15.404-1. The probable cost may be determined by adjusting (for purposes of evaluation only) an Offerors proposed direct labor rates and/or fee, when appropriate, to reflect any additions or reductions to realistic levels based on the results of the cost realism analysis. If an Offeror does not provide specific rationale for any proposed direct labor rates, the Government reserves the right to adjust the proposed rates for purposes of evaluation and cost realism.

M.5 ADDITIONAL REQUIREMENTS OFFEROR SHALL MEET TO BE ELIGIBLE FOR AWARD

Offerors shall not submit any assumptions, terms, conditions, caveats, or exceptions with proposals. All concerns shall be addressed by submitting questions by the date specified in this solicitation. If an offeror includes any assumptions, terms, conditions, caveats, or exceptions with proposals, the proposal will not be considered for award.

M.6 DISCUSSIONS:

General Information: Pursuant to FAR 52-215-1, the Government does not intend to hold discussions. However, in accordance with FAR 15.306(d), discussion sessions may be held. Should discussions take place, a competitive range shall first be established IAW FAR 15.306(c).