

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 97		
2. CONTRACT NO.			3. SOLICITATION NO. W91CRB20R0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 16 Mar 2020		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ACC - APG - W91CRB BLDG 4310 6515 INTEGRITY COURT ABERDEEN PROVING GROUND MD 21005-3013			CODE W91CRB		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
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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 (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section A - Solicitation/Contract Form

SPECIAL INSTRUCTION

SPECIAL INSTRUCTION FOR PROPOSAL RESPONSE:

Absolutely NO CLASSIFIED INFORMATION shall be placed in any proposal response borne from information or requirements contained within this solicitation.

TYPE OF CONTRACT

- 1.) The basic contract will be issued on an Indefinite Quantity/Indefinite Delivery basis, in accordance with FAR 16.504.
- 2.) Individual orders will be issued in accordance with FAR 16.505 and, orders will be Firm-Fixed Price (FFP).

CONTRACT PERIOD OF PERFORMANCE

The Period of Performance (POP) for this contract is five (5) years or sixty (60) months after contract award date.

ORDERING AND MINIMUM/MAXIMUM LIMITATIONS

- 1) Delivery orders will be issued, via e-mail, in accordance with FAR 16.505.
- 2) Delivery orders will be issued by Contracting Officer located at Army Contracting Command-Aberdeen Proving Ground (ACC-APG), 6515 Integrity Court; Bldg. 4310, Aberdeen Proving Ground, MD 21005.
- 3) Delivery Order (DO) 0001- The minimum guarantee of supplies to be ordered under this contract is stated as follows:
 - CLIN 0001- NGH FAT TEST UNITS, Quantity: 100
 - CLIN 0002 – NGH PRODUCTION UNITS, Quantity: 948
 - Total: 1,048The minimum guarantee will be met by awarding DO 0001 shortly after award of the base contract. Offeror's shall include the Unit Cost and Total Cost of each CLIN 0001 and CLIN 0002 for DO 0001. The awardee shall be required to pass First Article Testing (FAT), (completion of CLIN 0001), prior to delivering CLIN 0002, Qty 948.
- 4) The contract maximum quantity to be ordered is 33,420 (minus FAT (100)).

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>NGH FAT TEST UNITS</p> <p>FFP</p> <p>The Contractor shall submit 100 units for First Article Testing (FAT) under CLIN 0001, IAW C.5.2.2.2 of the Statement of Work. Contractor shall deliver the FAT approved units to the Government Technical Testing no later than 25 weeks after award.</p> <p>FOB: Destination</p> <p>PSC CD: 5855</p>	100	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>NGH PRODUCTION UNITS</p> <p>FFP</p> <p>The Contractor shall deliver Next Generation Hubs (NGH) in accordance with Statement of Work (SOW) section C.1.2 and the attached Technical Specifications Document. Delivery shall commence no later than 120 calendar days After Receipt of Order (ARO). Delivery shall be complete within twelve (12) months after delivery commences or at a minimum rate of 150 units per month, whichever is faster. Deliveries against CLIN 0002 cannot begin until successful completion of FAT Testing. Stepladder pricing shall be for quantities 1 - 33,420 found in the attached Price Matrix. Upon determination of price reasonableness, the awardee's step-ladder pricing will be incorporated into the contract under this CLIN.</p> <p>FOB: Destination</p> <p>PSC CD: 5855</p>	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NGH CDRLS FFP				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	CDRL TECHNICAL INTERCHANGE/WEEKLY FFP The following CDRL (A175) is for Technical Interchange / Weekly Meeting Minutes. CDRL shall be IAW SOW Paragraph C.4.1.6.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	CDRL CORROSION PREVENTION AND CONTROL FFP The following CDRL (A800) is for Corrosion Prevention and Control Plan. CDRL shall be IAW SOW Paragraph C.8.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	CDRL QUALITY TESTING FFP The following CDRL (A660) is for Quality Testing. CDRL shall be IAW SOW Paragraph C.5.2.2.4				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000304	CDRL PHYSICAL CONFIGURATION AUDIT REPORT FFP The following CDRL (A170) is for Physical Configuration Audit Report. CDRL shall be IAW SOW Paragraph C.4.1.5.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000305	CDRL LOGISTICS MANAGEMENT INFORMATION FFP The following CDRL (A730) is for Logistics Management Information (LMI). CDRL shall be IAW SOW Paragraph C.7.3.1.1.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000306	CDRL FIRST ARTICAL TEST REPORT FFP The following CDRL (A650) is for First Article Test Report. CDRL shall be IAW SOW Paragraph C.5.2.2.2.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000307	CDRL REPORT, RECORD OF MEETING MINUTES FFP The following CDRL (A150) is for Report, Record of Meeting Minutes. CDRL shall be IAW SOW Paragraph C.4.1.1, C4.1.2 and C.4.1.3.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000308	CDRL LOGISTICS MANAGEMENT INFORMATION FFP The following CDRL (A720) is for Logistics Management Information (LMI). CDRL shall be IAW SOW Paragraph C.7.5.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000309	CDRL FIRST ARTICLE TEST PLAN FFP The following CDRL (A625) is for First Article Test Plan. CDRL shall be IAW SOW Paragraph C.5.2.1.1.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000310	CDRL INTERGRATED MASTER SCHEDULE FFP The following CDRL (A010) is for Intergrated Master Schedule (IMS). CDRL shall be IAW SOW Paragraph C.2.1.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000311	CDRL LOGISTICS MANAGEMENT INFO FFP The following CDRL (A710) is for Logistics Management Information (LMI). CDRL shall be IAW SOW Paragraph C.7.4.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000312	CDRL INTERFACE CONTROL DOCUMENT FFP The following CDRL (A270) is for Interface Control Document. CDRL shall be IAW SOW Paragraph C.3.7.				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000313	CDRL QUALITY ASSURANCE FFP The following CDRL (A670) is for Quality Assurance. CDRL shall be IAW SOW Paragraph C.5.2.3.1.				
NET AMT					

Section C - Descriptions and Specifications

STATEMENT OF WORK

Product Manager Ground Soldier Systems (PdM GSS) Next Generation Hub (NGH) STATEMENT OF WORK

C.1 GENERAL.

C.1.1 Scope. This Statement of Work (SOW) includes tasks for manufacturing, qualification testing and delivery of the Next Generation Hub (NGH) and associated documentation.

The NGH will allow a Nett Warrior (NW) or other Soldier System equipped Soldier the flexibility to support multiple accessories. A brief capability description is provided below:

The NGH functions as a Universal Serial Bus (USB) 2.0 hub for data communication among devices. It also distributes power to provide Personal Area Network (PAN) power to connected devices.

The NW base system configuration is comprised of a Smartphone based End User Device (EUD), Interconnect Cable and military tactical radio. Ancillary components permit extending the NW base configuration to meet additional missions or duty positions.

The system produced under this SOW shall comply with a two-phase approach:

- An initial build of a limited number of systems shall be produced by the contractor and tested for qualification to the technical requirements by a combination of both contractor and Government testing as defined in the technical specification.
- Upon successful completion of qualification testing, as determined by the Government, the contractor shall be notified that they can enter a full production phase delivering the quantities as described in the schedule. During production, the contractor shall conduct product configuration management and quality surveillance testing to assure conformance to the technical requirements.

The NGH shall meet the technical requirements defined in the specification document (attached).

C.1.2 Deliverable. The supplier shall provide NGH Modules meeting the requirement of this document and the performance specification document.

C.1.3 Background. Nett Warrior (NW) is a Soldier worn system that supports the mission of the dismounted combat Leader. The NW program provides Battle Command and Situational Awareness through tactical battlefield networking of voice and data. The EUD provides computer processing, data storage, user display, and navigation functions while operating as the USB host. NW components, with the exception of peculiar support equipment, are physically mounted on the Soldier during combat operations and training. The overall integrated NW system is designed to reduce impacts on mobility and strives to minimize additional weight carried. As a result, for the NW system, and other Soldier Systems, size, weight, power consumption and reliability are paramount.

C.1.4 Order of Precedence. In the event of a conflict between the text of this SOW and the references cited herein, the text of this SOW shall take precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

C.1.5 Distribution Statement. The following distribution statements shall appear on the cover of all data produced or reproduced under this contract (unless the document is classified or Government provides subsequent direction during contract administration):

Technical Manual(s) and Training Material will be marked with Distribution Statement A. – Approved for

public release; distribution is unlimited.

All other data/documents: "Distribution authorized to U.S. Department of Defense (DOD) and U.S. DOD contractors only. Reason: To protect technical or operational data or information. Other requests for this document shall be referred to Product Manager Ground Soldier Systems, Ft. Belvoir, VA. 22060".

C.1.6 Applicable Documents.

Federal Standards

FED STD 595/20180	Tan 499
FED STD 595/20150	Coyote 498

Department Of Defense Specifications

A-A-52557A	Fuel Oil, Diesel, for Posts Camps and Stations
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Department Of Defense Standards

MIL-STD-130N Change 1	Identification Marking of U.S. Military Property
MIL-STD-461G	Requirements for the Control of Electromagnetic Interference
MIL-STD-704F Change 1	Characteristics of Subsystems and Equipment
MIL-STD-882E	Aircraft Electric Power Characteristics
MIL-STD-810G w/ Change Note 1	System Safety
MIL-STD-1275E	Environmental Engineering Considerations and Laboratory Tests
MIL-STD-1472G	Characteristics of 28 Volt DC Electrical Systems in Military Vehicles
DoDI 8500.2	Human Engineering
	Information Assurance (IA) Implementation

Note: Copies of these documents are available online at <https://quicksearch.dla.mil/qsSearch.aspx> or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.

Other Government Documents, Drawings, and Publications

The following other Government documents, drawings, and publications listed form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation or contract.

NGH-SPS-05312018	Performance Specification for Next Generation Hub (NGH)
ADS-37A-PRF	Aeronautical Design Standard, Electromagnetic Environmental Effects (E3) Performance and Verification Requirements
ADS-68-IS	Aeronautical Design Standard, Interface Standard Aircraft Electric Power Characteristics
	Registry of Toxic Effects of Chemical Substances, National Institute for Occupational Safety and Health.

Copies of these documents are available online at the URL provided. **Error! Hyperlink reference not valid.** <http://everyspec.com/specifications-standards-search.php>

Non-Government Publications

The following other Government documents, drawings, and publications listed form a part of this document to the extent specified herein. Unless otherwise specified, the issues are those cited in the solicitation or contract.

NFPA 70	National Electric Code 2008 Edition
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ASTM D6193	Stitches and Seams
ASTM D6413-11	Standard Test Method for Flame Resistance of Textiles
SMBus 1.0/1.1/2.0	System Management Bus (SMBus) Specification, www.smbus.org
SBDat 1.1	Smart Battery Data Specification Revision 1.1 December 1998
USB 2.0	Universal Serial Bus (USB) Revision 2.0 Specifications, www.usb.org
USB-BC 1.2	USB Battery Charging Specification Revision 1.2, www.usb.org
USB-OTG-EH	USB On-The-Go and Embedded Host Supplement to the USB Revision 2.0 Specification. Revision 2.0 version 1.1a, www.usb.org
ASTM D3951	Standard Practice for Commercial Packaging
ANSI/ASQC (Q9001)	Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation and Servicing
ANSI/ASQ Z1.4 – 2008	Sampling Procedures and Tables for Inspection by Attributes

C.2 PROGRAM MANAGEMENT.

C.2.1 Project Schedule. All activities and tasks associated with this SOW shall be defined and logically linked, showing predecessor/successor relationships and critical path. The defined activities shall be sufficient to account for the entire project under contract, and shall display all required data items, deliverables, integration, testing, hardware fabrication, software/firmware development, program events, key decision points, and events requiring Government participation.

Contractor milestones shall be measurable events and individual scheduled activities shall be further decomposed if it exceeds 14 calendar days in duration. Changes to the schedule do not require Government concurrence unless the change modifies the dates/durations of Government related events (e.g., reviews, testing, deliveries), or how significant events are linked in the schedule. In these cases, the contractor shall immediately notify the Government Contracting Officer (KO) and Contracting Officer Representative (COR) of the required change. Upon notification the contractor shall provide a proposed solution for Government approval prior to the contractor implementing the change. The project schedule shall be provided in accordance with **CDRL A010**. If the Government KO and COR concur with the schedule change, a modification will be done to incorporate the revised schedule into contract award.

C.2.2 Technical Representative. The Government uses an Integrated Product Team (IPT) to perform NW program management. The Government will assign a technical representative from the engineering IPT to coordinate technical activities and maintain schedule insight with the contractor's efforts. A Contracting Officer Representative (COR) will be assigned to the contract. The COR will give official guidance on technical matters, but does NOT have authority to alter any terms or conditions of the contract. Only a Contracting Officer (KO) may alter the terms and conditions of the contract.

C.2.3 Data/Correspondence. The electronic format of all correspondence and documents shall be compatible with Microsoft Windows operating systems, Microsoft Office 2013 suite of programs (Word, Excel, PowerPoint, and Project 2013).

C.2.4 Environmental Protection.

C.2.4.1 Environmental Compliance. The contractor shall ensure that all aspects of contract execution, to include activities associated with design, build, test, shipping and storage are in compliance with Federal, State, and Local environmental regulations and requirements. The contractor shall immediately notify the KO if the Government gives any direction that could result in permit violations.

C.2.4.2 Hazardous Materials Management. The contractor shall plan, develop, implement, monitor, and maintain effective hazardous materials management process for the physical components of the system in accordance with commercial practices. The contractor shall minimize or eliminate hazardous materials in the physical system any related to operations and support. Prohibited materials, toxic chemicals, hazardous materials shall be minimized to the greatest practical extent.

C.2.4.3 Pollution Prevention. The contractor shall comply with the Pollution Prevention Act of 1990. The contractor shall plan, develop, implement, monitor, and maintain effective pollution protection for physical components and related manufacturing processes in accordance with commercial practices. The contractor shall avoid the use of toxic chemicals and Ozone Depleting Substances. The contractor shall avoid manufacturing processes that will have a detrimental impact upon the environment and shall select environmentally preferable, recycled, or recovered materials to the maximum extent possible that meet or exceed the operational and maintenance requirements and life cycle cost.

C.2.5 Security Requirements. The Government considers, in general, verbal information and documents handled or generated in conjunction with this acquisition to be Sensitive but Unclassified (SBU) and shall be protected against release to unauthorized individuals. The approval authority for release of information related to this acquisition is the Government KO, or Product Manager Ground Soldier Systems (PdM GSS) representative. During all phases, to include the post-award phase, release of ANY information associated with this acquisition to ANY Government or Private individual, firm, or business is prohibited without the express written approval of the KO or COR. Further, product(s) or product information identified as NW components shall not be marketed, displayed, or discussed at any trade show, symposium, or through any other medium without the express written approval of the KO or COR. Release of any Government documents to outside entities, not directly associated with this efforts is strictly prohibited without the express written approval of the KO or COR. Request for release approval shall identify the specific information to be released, the medium to be used and the purpose for the release.

The contractor shall maintain Government-approved facilities for storage and control of classified information when required. NW program classification information is contained in the NW Security Classification Guide (attached). Following contract award, the awardee will be required to complete a DD254 Form.

An approved DD-254 is required to receive GFE NW Equipment to include Tactical Radios and support equipment. Tactical Radios and support equipment are Controlled Cryptographic Items and must be protected under COMSEC provisions. Verification of proper performance of the NGH during FAT is conducted with a full Nett Warrior system which will include a Tactical Radio.

C.2.6 Item Unique Identification (IUID) Requirements.

C.2.6.1 Item Unique Identification. The contractor shall implement specific Item Unique Identification (IUID) marking, as defined in MIL-STD-130 and DFARS clause 252.211-7003. The IUID marking shall be incorporated into existing data plates when possible. Bar Coding and the two-dimensional IUID data matrix shall be machine-readable with common optical scanning devices and be accompanied by the corresponding human readable markings when practical. All 2D data matrix shall be permanently affixed and have the ability to withstand and perform within the same environmental conditions as the component. Whenever practical, the location of the marking on the item shall ensure its readability during normal operational use. If physical size or surface area limitations preclude defined marking requirements, the contractor shall propose alternatives to address the IUID requirement for the item.

C.2.6.2 Item Data Plate Information. The contractor shall use MIL-STD-130, Table IV (UII Construct 2) and Figure 1 as a guide when developing the NW data plate. The marking for each component of the ISPDS-C NGH shall include the following:

- Nomenclature
- Part number
- Serial number
- Contract Number
- User Agency
- National Stock Number (NSN)
- Manufacturer's Commercial and Government Entity (CAGE) code
- Date of Manufacture (MM/YYYY)

- Two-dimensional Unique Identification (UID) data matrix not smaller than ½ inch square

Markings shall not be removed or made unreadable by application of chemicals listed under the NGH Performance specification section 2.2.1.

C.2.7 Data Rights. The contractor shall grant the Government “Unlimited” data rights for all documents, software code, and technical data produced under this SOW in accordance with DFARS 252.227-7013. Any additional technical data requested would be provided with “Government Purpose Rights” unless otherwise asserted in accordance with the Contractor’s Data Rights Assertion table per DFARS 252.227-7013. The Government reserves the right to challenge asserted data restrictions.

C.2.8 Warranty. The warranty requirements on this contract are divided into two parts: System performance warranty and Warranty of Data.

C.2.8.1 Performance Warranty. The contractor shall provide a twelve (12) month warranty on production systems only. The warranty will commence at time of fielding, or twelve (12) months after delivery, whichever comes first. Fielding dates on a per unit basis will be communicated to the offeror within thirty (30) days of system fielding. The warranty shall be included in the unit price. During the warranty period, the contractor shall repair or replace failed items within thirty (30) days of receipt - at no cost to the Government - that fail under normal operations. The warranty will exclude equipment failures caused by natural disaster, or misuse. Government acceptance of a storage warranty does not limit the Government's rights under any other term or condition of this contract. The contractor shall pay for all shipping costs for warranty items. All delivered systems shall also be covered by a comprehensive software warranty. The warranty shall cover defects in the software code that may result in the software substantially not performing IAW the specification. The contractor shall produce fixes and patches or provide a corrective action plan to remedy any defects in the software within thirty (30) days from the time the defect is reported by the PM or the unit.

C.2.8.2 Warranty of Data. The contractor shall warranty all data delivered under this contract in accordance with DFARS 252.246-7001 WARRANTY OF DATA – ALTERNATE II- for warranty of data requirements and invocation stipulation.

C.2.9 Program protection. The contractor shall support the Government NW system critical functionality assessment to determine if there are additional technologies or capabilities that may require application of additional countermeasures to include an assessment of the source of components, subassemblies and supply chain for any impacts or risk to the program.

C.3 ENGINEERING AND TECHNICAL ACTIVITIES.

The contractor shall deliver the components and technical documentation as specified in the contract and the following subtasks.

C.3.1 Component Engineering. The contractor shall perform engineering activities consistent with internal processes and contract requirements. Minimum engineering activities comprise configuration management, risk management, value engineering, corrosion protection and monitoring technical performance.

C.3.2 Product Baseline. The contractor shall use the technical specification associated with this SOW as a basis for design and production. The contractor’s product baseline (drawings and assembly instructions) shall be traceable to the requirements in the technical specification. The product baseline shall be configuration managed using the contractor’s internal process. A Technical Data Package shall be maintained and available for Government review and Government use that describes the following:

- Configuration and interface dimensional data applicable to the envelope, mounting and interconnection of the related items;
- Complete external interface definitions for each module (mechanical, electrical, electronic,

- etc.), which affect the physical or functional characteristics of the co-functioning items;
- Any other characteristics that cannot be changed without affecting component interfaces.

C.3.3 Configuration Management. The contractor shall maintain a configuration status accounting system that provides an auditable trail of configuration changes. The contractor shall maintain a record of the actual effectivity of each approved change: Engineering Change Proposal (ECP), Value Engineering Change Proposal (VECP), Request for Deviation (RFD) and Request for Waiver (RFW). These records shall identify the specific units (identified by serial number, contract/lot number, etc.) of the as-delivered Configuration Item affected by an approved change. When the contractor proposes changes to Government documentation (contract technical specification), the contractor shall submit Configuration Change Requests. Government approval through the KO is required prior to implementing any change of this type. Any changes to the Product Baseline shall not impact operational use, maintenance activities, interchangeability and interoperability.

ECPs submitted to the Government shall be sufficiently detailed (with drawings as applicable) to allow the Government to evaluate the technical, logistics, cost, schedule and programmatic impacts. The use of the ECP Form (attached) is required. An ECP may include multiple suggested changes if they are related to a single overall topic or objective.

C.3.3.1 Configuration Control Signature Authorization. The contractor shall identify to the KO, and Government configuration manager, the name(s) of the official(s) of its organization who are authorized to sign change proposals submitted for Government review. This information shall be provided as part of the start of work meeting material. Name changes shall be provided as necessary.

C.3.3.2 ECP Class Definitions. ECPs shall be considered as Class I or Class II.

C.3.3.2.1 Class I Engineering Change. A Class I Engineering Change impacts the form, fit, function or safety of the item or other NW Components and requires Government approval before implementation. This includes hardware, software, spare/repair parts and all data delivered under the contract to support the NW effort.

C.3.3.2.2 Class II Engineering Change. A Class II Engineering Change does not impact the form, fit, function or safety of the item or other NW components, or related logistics and sustainment functions. A Class II engineering change does not impact the NW support concept, is transparent to the Government/Military operators and maintainers and does not impact information contained in Government owned technical or logistics documentation used to support the system and does not impact system performance. Class II engineering changes do not require prior Government approval. Class II engineering changes shall be tracked by the contractor and shall be discussed at scheduled Government reviews. If combinations of multiple Class II changes in effect constitute a Class I change, then the contractor shall correct at no cost to the Government, any product delivered or in the Work-in-Process as well as any associated documentation and any other penalty the KO imposes based on the resolution of this inappropriate classification of the engineering change. The implementation of a Class II engineering change shall not impact contract cost or delivery schedule. If implementation of a Class II engineering change impacts cost or schedule the Government may seek equitable adjustment to the contract.

C.3.3.3 Engineering Change Proposal (ECP) Types.

C.3.3.3.1 Normal Engineering Change Proposal (ECP). ECPs shall be used to request update or clarification of required Government technical requirements or processes.

C.3.3.3.2 Request for Deviation (RFD). A RFD describes a proposed temporary departure prior to manufacture from configuration documentation for a specific number of units or specific period of time. An RFD enables the Government to determine the impact on performance, operational readiness, logistics support and other affected areas. A RFD shall not be revised. Changes to an RFD shall be treated as a new RFD, assigned a new RFD number and submitted for Government approval.

C.3.3.3.3 Request for Waiver (RFW). A RFW is used to obtain authorization to deliver non-conforming material that does not meet all criteria, but is suitable for use "as-is" or after repair. A RFW enables the Government to evaluate and authorize acceptance of items not conforming to all contract requirements. An RFW shall not be revised. Changes to an RFW shall be treated as a new RFW, assigned a new RFW number and submitted for Government approval.

C.3.4 Component Updates / Changes. Component updates may be required on a periodic basis, generally expected to be aligned with annual lot awards. Component updates may be the result of a contractor or Government approved ECP, component obsolescence, diminishing sources, modifications to improve reliability, weight, size, or other product performance attributes.

C.3.4.1 Work Directives. The planned mechanism for executing a task under Section C.3.4, would be for the Government to issue a Work Directive Request (format provided in attached) to the contractor describing the task objectives, products and milestones. Upon receipt of the Work Directive Request form, and within the suspense time indicated, the contractor shall submit a Work Directive Execution Plan to the Procuring KO. The Work Directive Execution Plan (format provided in attached) will include a description of the contractor's understanding of the task requirements, the planned approach for accomplishing the task, a description of constraints which may exist, and an assessment of the risk in meeting the schedule as identified in the Work Directive Request and agreement or revision on the number of technical support hours and cost allocated to the effort. Upon approval by the Government, the Procuring KO will issue a Delivery Order (DO) with the Work Directive Execution Plan as an attachment to the contract.

Any subsequent impacts from the work directive results that impact existing delivery schedule or product performance that have cost impacts will be processed as contract changes.

C.3.5 Safety Engineering. The contractor shall ensure that contract safety requirements are met. To ensure that safety tasks are suitably completed, the contractor shall provide qualified personnel to accomplish the required safety tasks, establish the authority for implementing safety tasks through all levels of management, allocate appropriate resources, and establish lines of communication between system safety and other functional elements of the program (see MIL-STD-882 for additional guidance). A summary of any open System Safety and Health hazards, and mitigations being worked shall be provided during program reviews. The contractor shall provide safety related technical information and clarification through the assigned Government technical representative to support the Government safety release process upon request.

C.3.6 Risk Management. Risk management and reporting shall be an integral part of all technical reviews, periodic program management reviews and meetings. The contractor shall make available risk assessments and risk mitigation status via the Integrated Data Environment and shall include:

- Brief description, including both the title and type, of the risk;
- Brief description of the risk root causal factor(s);
- Assessment of the risk's likelihood and the estimated severity of its effect on the program if mitigation fails;
- Planned mitigations, along with critical dates (risk reduction milestones), that address the root cause(s) and effect(s);
- Technical Performance measures, value engineering activities and other tracking metrics.

C.3.7 Interface Control Document (ICD). The contractor shall develop a complete Interface Control Document (ICD) package and provide it to the Government in accordance with **CDRL A270**. The ICD shall fully detail connectors, pinouts, mechanical, and electrical parameters needed to interface the NGH with other components or systems. The ICD shall fully detail software Application Programming Interfaces (APIs) necessary to query, command, or communicate with the NGH. The ICD shall fully detail equipment and procedures necessary to upgrade the software/firmware of the NGH. The ICD shall fully detail diagnostic, troubleshooting, maintenance, and repair procedures for the NGH. Revisions of the ICD

shall be issued as needed, and be tracked and associated with their respective hardware and software baselines via the ECP processes defined in C.3.3.3.

C.4 MEETINGS AND REVIEWS.

C.4.1 General. The contractor shall include the reviews, meetings and conferences listed in Table I in the project schedule. For ease of discussion the terms reviews, meetings and conferences are used interchangeably throughout the SOW. The contractor shall conduct each review in cooperation with the appropriate Government designated technical representative. The contractor shall support each review preparing, hosting at their facility (unless specified otherwise in this SOW), and providing personnel, equipment, technical data, and technical products (presentation materials, mockups, drawings, models, software, etc.) required to conduct each review. The contractor shall electronically provide the review presentation(s) at least three (3) working days prior to each review (excluding Kick-off Meeting). At the conclusion of each review, the contractor shall prepare meeting minutes including copies of all documents and presentations made during the meetings, list of actions, assigned action officers and closure suspense dates within two (2) business days.

TABLE I: Reviews

Name of Review/Meetings *	Frequency	SOW Paragraph
Post Award Conference	Once	C.4.1.1
Quarterly Review	60 days after Contract award then Quarterly	C.4.1.2
Contractor Production Qualification Testing Test Readiness Review	Once	C.4.1.3
System Verification Review	Once	C.4.1.4
Physical Configuration Audit	Once	C.4.1.5
Weekly Telecom	Weekly	C.4.1.7

* The Government/contractor team shall attempt to combine reviews if possible.

C.4.1.1 Post Award Conference. The contractor shall conduct a Post-Award Conference no later than fourteen (14) calendar days after contract award or as otherwise specified by the Government. The contractor shall present, as a minimum, an overview of its entire contractual effort to include, as a minimum: WBS, schedule, organization structure (including subcontractors), entrance / exit criteria for significant events, project risks, subcontractor/supplier award schedules/status, and manufacturing planning. The contractor shall submit the presentation material and meeting minutes in accordance with **CDRL A150**.

C.4.1.2 Quarterly Reviews. The contractor shall conduct the first Quarterly Review sixty (60) days after contract award, and on a quarterly basis thereafter. The contractor and subcontractor representatives (as required by the contractor) shall participate and support quarterly program reviews. The program reviews may be conducted as Teleconferences, Video-Teleconferences (VTCs), or face-to-face as determined by the Government. The program reviews shall provide a working level forum to identify, discuss, and resolve issues that could affect the system performance, manufacturing, testing, logistics support, system deliveries, unit cost and program schedule. The contractor shall submit the presentation material and meeting minutes in accordance with **CDRL A150**.

The Quarterly Review shall, at a minimum, include status on the following topics:

- Program schedule;
- Test and qualification status;
- Failure analysis (when appropriate);
- Technical Risks and Issues.

C.4.1.3 Contractor First Article Testing (FAT) Test Readiness Review (TRR). The contractor FAT TRR determines that the deliverable item(s) is ready to proceed into formal FAT. The contractor FAT TRR assesses test objectives, test methods and procedures, scope of tests, and safety. It confirms that required test resources have been properly identified and coordinated to support planned tests. The contractor FAT TRR verifies the traceability of planned tests to project requirements. It verifies completeness of test procedures. The contractor shall conduct a FAT TRR least ten (10) business days prior to the beginning of FAT as shown in the schedule unless otherwise agreed to by the Government. The contractor shall meet the following entrance criteria to conduct a contractor FAT TRR:

- Completion of sufficient components from the initial build to meet test requirements;
- Contractor FAT plans completed;
- Required resources are identified, scheduled and available (people, test article or articles, facilities, data systems, support equipment, logistics, etc.);
- Contractor FAT risk assessment completed.

A successful FAT TRR is required prior to conducting the contractor FAT. The decision to proceed into the contractor FAT shall be documented in meeting minutes for Government approval. The contractor shall submit the presentation material and meeting minutes in accordance with **CDRL A150**.

C.4.1.4 System Verification Review (SVR). The SVR is a Government conducted event, supported by data from the contractor FAT and independent Government testing. The SVR verifies final product performance meets the NGH specification. The Government will leverage the Contractor FAT, Government Technical Testing, system IA certifications as the primary data sources for SVR. The contractor shall include the SVR event in the project schedule. The Government will assess all test and verification data to determine a successful SVR prior to the contractor commencing full production.

C. 4.1.5 Physical Configuration Audit (PCA). The PCA establishes that the “as built” configuration items physical match the full production product baseline manufacturing documentation. The contractor shall conduct a Government witnessed PCA , updating documentation as required and provide a certification that the product baseline manufacturing documentation matches the “as built” items as part of **CDRL A170**. The contractor shall include the PCA in the schedule and provide the Government 14 calendar day notification prior to the PCA. The end item and associated support equipment shall be available during the review as applicable. The contractor is required to successfully pass the PCA following successful FAT and prior to first Government production quantity lot acceptance.

C. 4.1.6 Weekly Telecom. The contractor shall provide weekly status updates via telecoms to the Government on contract execution, program risks and schedule status. The contractor shall submit the presentation material and meeting minutes in accordance with **CDRL A175**.

C.5 MANUFACTURING MANAGEMENT.

C.5.1 Diminishing Manufacturing Sources and Material Shortages (DMSMS). The contractor shall identify and forecast DMSMS obsolescence timelines throughout the full production contract period. The contractor shall provide impact assessments and mitigation plans when manufacturing sources and / or material shortages are anticipated to impact contract deliveries or impact supportability for an anticipated ten (10) year life cycle. The DMSMS forecasts and mitigation plans (if required) shall be presented at the quarterly reviews.

C.5.2 Quality Assurance. Quality shall be viewed as an attribute, which is controlled by the engineering/design and business processes. The contractor shall establish and maintain a quality system that, at a minimum, adheres to the requirements of ISO 9001 or the ANSI/ASQC equivalent ASQC (Q9001), “Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation and Servicing” or an equivalent contractor-specific quality system consistent with defined internal processes. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet its contractual requirements. Acceptance of the contractor quality system

shall not in any way relieve the contractor of responsibility for compliance with all contract requirements. The quality system plan, procedures and all documentation and data that comprise the quality system shall be made available to the Government to review. The Government may elect to require the contractor or have the Government perform audits, inspections, verifications, and tests to ascertain conformance to the requirements and the adequacy of the implementation procedures.

C.5.2.1 Quality Test Planning.

C.5.2.1.1 Contractor First Article Testing(FAT) Plan/Procedures. The contractor shall provide a FAT Test Plan/Procedures that when executed verifies compliance with the system Performance Spec (see Table IX of the system performance specification for required contractor FAT), and in accordance with **CDRL A625**. The Government approval of the Contractor FAT test plan/procedures shall occur prior to commencement of the test readiness review.

The term Production Qualification Test (PQT), for the purpose of this statement of work and associated specification, is the same as First Article Test (FAT).

C.5.2.2 Testing.

C.5.2.2.1 Quality Assurance Testing. All contractor quality assurance testing shall occur in accordance with the dates established in the schedule. The contractor shall electronically notify the Government at least five (5) business days prior to the start of each test.

C.5.2.2.2 Contractor FAT. The contractor shall verify that the initial build lot components meet the specification requirements criteria (i.e. Table IX, column Production Qualification) to provide the Government confidence that the component(s) is/are ready for the Government qualification testing. The contractor FAT testing shall be conducted in accordance with the associated Government approved contractor FAT test plan/procedures. The minimum lot size for the first production lot is **100** units, of which each component shall undergo the conformance acceptance testing and **40** units, selected by the Government, shall undergo the contractor FAT testing. Upon successful completion of the contractor FAT, the contractor shall provide the associated contractor FAT test report in accordance with **CDRL A650**. The contractor FAT report shall address all testing performed, failures encountered and corrective actions implemented.

C.5.2.2.3 Failure During Contractor FAT. In the event of a failure during contractor FAT, all items in the lot shall be withheld from Government acceptance, and a failure report (including proposed corrective action) shall be prepared by the contractor and submitted in accordance with the Failure Analysis Process (SOW paragraph C.5.2.3.1) for Government approval. The contractor shall not implement the proposed corrective action until the Government has provided approval. Once the corrective action has been implemented and verified to the Government's satisfaction the components can be presented to the Government for conditional acceptance pending successful completion of Government FAT testing at the NW system level.

C.5.2.2.4 Conformance Acceptance Testing (CAT). Group A conformance testing shall be conducted on all units produced. The CAT (or Quality Surveillance Test (QST)) testing is a subset of the more extensive PQT. As such the Government approved PQT plan/procedures can be reused for the applicable CAT testing. If a particular CAT test is not part of the existing PQT test plan/procedure then the Contractor shall update PQT test plan/procedure and resubmit for Government approval prior to conducting any of the CAT testing.

- Group A – Functional Testing (100% testing)
- Group B – Non-environmental Testing (Sample Lot Testing)
- Group C – Environmental Testing (Sample Lot Testing)
- Group D – Reliability Testing (Sample Lot Testing)

During full production, the contractor shall conduct Group B, and C Conformance Acceptance Testing on each item in the Lot Sample as specified in the technical specification, Section 4, TABLE V (Quality Surveillance column). All samples for CAT shall be chosen randomly by the Government. The use of lot sampling does not eliminate the Contractor's responsibility that all products delivered to the Government shall meet all performance requirements on the contract and pass a Basic Functionality Test. Upon successful completion of each CAT lot testing the Contractor shall provide a CAT Lot Test Report (**CDRL A660**). The CAT Lot Test Report shall address all testing performed, failures encountered and corrective actions implemented.

Sampling for inspection and acceptance shall be IAW ANSI / ASQ Z1.4 - 2008: Sampling Procedures and Tables for Inspection by Attributes. If the contractor elects to use an alternate sampling plan, it must be approved by the Government. Unless otherwise specified, the Inspection Level shall be level II, Reduced type of Inspection, Acceptable Quality Level (AQL) of no higher than 6.5 %.

Failure of a sample unit to pass any test shall be cause for rejection of the entire shipment quantity. In the event of a failure during CAT sampling inspection, all potentially affected items (the lot that the samples were pulled from) shall be withheld from Government acceptance, and a failure report (including proposed corrective action) shall be prepared by the Contractor and submitted in accordance with the Failure Analysis Process (SOW paragraph C.5.2.3.1) for Government approval. The Contractor shall not implement the proposed corrective action until the Government has provided approval. Once the corrective action has been implemented and verified to the Government's satisfaction the lot can be presented to the Government for acceptance.

C.5.2.2.5 Regualification. Additional contractor FAT, and associated test report, may be required at Government discretion, if Class I ECPs are implemented, if substantial changes are made in the manufacturing process, if the location of system/subsystem manufacturing changes or if there is a gap of greater than six (6) months between product lot builds.

C.5.2.2.6 Disposition of Test Units. Contractor FAT test components may be refurbished for delivery to a working order condition capable of passing all performance specification requirements (less minor cosmetic defects/scratches resulting from prior testing).

C.5.2.2.7 Environmental Stress Screening (ESS). The contractor shall submit the NGH to a minimum forty-eight (48) hour ESS, with the objective being to eliminate workmanship/infant mortality failures. ESS shall be conducted on each electronic subsystem/subassemblies prior to the commencement of the associated contractor First Article Testing and Conformal Acceptance Testing. The contractor shall present the ESS status during program reviews. Current and accurate ESS records shall be maintained for Government review. The ESS procedures shall be documented in the contractor PQT test plan/procedures.

C.5.2.2.7 Government Technical Testing (TT). The Government will conduct TT on up to 40 NW systems configured with the NGH. The Government conducted TT on the NW system is considered part of the overall first article testing of the components delivered under this contract to ensure that the contract requirements are satisfied both technically as well as in an operational environment. TT may begin subsequent to the successful completion of the contractor Production Qualification Tests. The TT test locations are anticipated to be Aberdeen Test Center, MD., Electronics Proving Ground, AZ., Yuma Proving Ground, AZ., and / or Eatontown, NJ.

C.5.2.2.8 Contractor support during the Government TT. Contractor shall provide technical and logistical support (non-test site based) for the entire Government TT period to ensure that the contract components provided in support of the NW systems remain operational. The TT testing support efforts shall be reported as part of the program reviews. The contractor is responsible to provide an adequate level of component sparing and any peculiar support equipment levels to ensure that the Government TT events are not impacted due to lack of hardware associated with this contract. The contractor provided spares shall be in addition to the sparing level that the Government plans to acquire to support the Government TT events. The contractor can assume that the Government will acquire up to fifteen percent spare level to support the Government testing as part of the minimum buy quantity. The aforementioned contractor sparing shall be available to

support the TT at least fourteen (14) calendar days prior to the TT testing. The availability of the sparring for TT shall be included in the IPMS. The contractor shall provide a seventy-two (72) hour turnaround on all returned items (including items under warranty) which starts upon receipt of the failed item at the contractor facility and ends upon the full spec compliant replacement item being back in Government stock. The cost of shipping a failed item from the Government to contractor and the replacement item from the contractor back to the Government location is included in the contractor provided test support effort.

C.5.2.2.9 System updates based on Contractor FATs, Government TT testing. The contractor shall incorporate required changes (at no additional cost to the Government, if due to contractor failure to meet requirements) to the contractor provided components as necessary, and as agreed to by the Government, to address performance problems/limitations found during NW system qualification testing (Contractor FATs, Government TT) to bring the contractor provided components into compliance with contract requirements and to allow continuance of testing. The contractor shall complete Failure Reporting, Analysis and Corrective Action System (FRACAS) analysis as part of the process for determining the cause of the failure. If any deficiencies are found during contractor FATs, the contractor shall provide corrected units for use in the TT, and shall conduct retest of contractor FATs as required. The anticipated duration for the Government TT is approximately two (2) months.

C.5.2.3 Failure Analysis.

C.5.2.3.1 Failure Reporting, Analysis and Corrective Action System (FRACAS). The contractor shall establish and maintain a FRACAS program. Failure reporting, failure analysis, corrective action analysis/implementation and required data collection shall be conducted by the contractor for all failures during both Government and contractor testing. During Government conducted testing, Test Incident Reports along with failed test items will be provided to the contractor for failures related to the component described in this contract. The contractor shall investigate and analyze each report to the level necessary to identify causes, mechanisms and potential effects of the failure. The contractor shall submit a Failed Item Analysis Report for each failure in accordance with **CDRL A670**. The Government shall be notified by the contractor of any failures that occur during qualification testing within forty-eight (48) hours of occurrence. The contractor shall perform internal audits to ensure that corrective actions are effectively implemented.

C.5.2.3.2 Product Quality Deficiency Reports (PQDR) Field Generated (Post-fielding).

The contractor shall investigate and provide root cause failure analysis and corrective action, at no additional cost during the life of the contract, for all PQDRs generated by the Government after the systems have been in the field.

C.6 Packaging. The contractor shall be responsible for preservation and packaging of the deliverables in accordance with accepted commercial practices for the type of component (e.g., electrical, electronic, electrostatic sensitive devices, software, hardware).

C.7 Integrated Logistics Support (ILS).

C.7.1 Integrated Logistic Support. The contractor shall plan and conduct an Integrated Logistics Support (ILS) program, which shall govern the management of the ILS effort. The ILS effort shall be conducted as an integral part of the development and integration process to define the range and depth of the required support, and address all applicable and related elements of logistics. The contractor shall designate an ILS Manager who shall possess sufficient authority to manage, direct, execute and control all ILS elements of the contract.

C.7.2 Integrated Logistics Support (ILS) Process. The contractor shall manage the contract ILS efforts in accordance with their internal Integrated Logistics Support Plan (ILSP) and with the rest of the ILS requirements stated herein. The contractor shall have a documented ILS process that identifies how the ILS elements will be used to meet the logistics support requirements for the contract. The ILS process shall also assign responsibilities and establish milestones for executing the ILS program. The contractor's ILSP shall describe the process, involving both the Government and the contractor, which

shall be employed in planning, developing, and acquiring the logistics resources for test support and operational support at all specified maintenance levels. The ILS process shall ensure the contracted items, when fielded, will satisfy all supportability criteria. The ILSP and associated contractor ILS process documentation shall be made available to the Government to review when requested by the Government. The Government reserves the right to disapprove the Contractor's ILSP or portions thereof when it fails to meet contractual requirements. Acceptance of the contractor's ILSP shall not in any way relieve the contractor of responsibility for compliance with contract requirements.

C.7.3 Supply Support.

C.7.3.1 Data Product Development and Submittal. The contractor shall identify to the Government the most effective method of Logistics Management Information (LMI) development, delivery and strive to eliminate unnecessary intermediate steps or deliverables. It is not the intent of the Government to prescribe the Automatic Data Processing (ADP) software used for data processing. The ADP systems that are cost effective are encouraged. The contractor may, and is encouraged to, suggest alternative means of satisfying requirements to make information more readily available and to utilize more efficient business practices.

The LMI provisioning data product must be compatible between the contractor and Government ADP systems. TACOM Life Cycle Management Command, Integrated Logistics Support Center (ILSC), Soldier Support Integration Directorate (PSID) uses the Logistics Modernization Program (LMP) applications to process provisioning data.

C.7.3.1.1 Level of Repair Analysis (LORA). The contractor shall provide an Initial LORA (CDRL A730) within 30 days following delivery of the Engineering Drawing Tree (CDRL A710). The final submission of the LORA shall be concurrent with the First Article Test Report (CDRL A650). The Government recommends the use of the Computerized Optimum Model for Predicting and Analyzing Support Structure (COMPASS) model to develop LORA data for all potentially repairable assemblies of the contracted items and unique support, training, and test equipment. If the contractor does not use COMPASS, the contractor will also have to provide the Government with all model input data to allow the Government will perform sensitivity analyses, request updates to the LORA input data by the contractor for items if changes to design, costs or reliability make lower levels of repair potentially desirable.

C.7.4 Engineering Drawing Tree. The contractor shall provide a top down generation breakdown engineering drawing tree of the end item with sufficient detail so that the Government can verify the functional groups and Next Higher Assembly (NHA) for each component listed on the drawing tree. The contractor shall provide the Engineering Drawing Tree in accordance with **CDRL A710**

C.7.5 Engineering Data for Provisioning. The contractor shall provide Engineering Data for Provisioning (EDFP) which consists of Provisioning Technical Documentation (PTD) and/or Supplemental Provisioning Technical Documentation (SPTD) for all items on the Engineering Drawing Tree. The contractor shall provide the EDFP in accordance with **CDRL A720**.

C.7.5.1 EDFP is data acquired by contract to support the assignment of Source, Maintenance, and Recoverability (SMR) codes to each item on the provisioning parts list. The EDFP is also used for assignment of item management codes, prevention of the proliferation of identical items in the Government inventory, maintenance decisions, and item identification necessary in the assignment of a National Stock Number. EDFP, PTD, and SPTD, as defined, may be used interchangeably within this SOW.

C.7.5.1.1 PTD is the generic term for the various provisioning lists and provisioning data as defined in this SOW for EDFP. Supplementary Provisioning Technical Documentation is considered part of PTD. PTD is used by the Government for identification, selection, and determination of initial requirements and cataloging of support items to be procured through the provisioning process.

C.7.5.1.2 SPTD is technical data used to describe repair parts and/or equipment and consists of data such as specifications, standards, drawings, photographs, sketches, descriptions, quantities, commercial

technical manuals and the necessary assembly and general arrangement drawings, schematic diagrams, wiring and cable diagrams, etc., needed to indicate the physical characteristics, location, and function of the item.

C.7.5.1.3 SPTD shall be provided in the following order of precedence.

- a) Government or recognized industry specification or standard
- b) Engineering drawing
- c) Commercial Item Description (CID)
- d) Commercial catalog pages or catalog descriptions
- e) Sketches or photographs with descriptions or a bill of material

C.7.5.1.4 At a minimum, the technical documentation shall provide the following:

SPTD shall clearly and completely identify and describe the item and who, Commercial and Government Entity Code (CAGEC), either manufactures the item or from whom the item was purchased, and cost of the item. The contractor shall provide Original Equipment Manufacturer (OEM) data for all items.

C.7.5.1.5 Items procured from OEM sources and altered or modified shall have a unique and separate drawing that indicates what modification is completed on the provisioned item and a Contractor CAGEC and contractor unique part number. The EDFP shall include the necessary information to identify the item prior to its alteration including the original part number and the name and CAGEC of the source of the original part.

C.7.5.1.6 PTD shall provide technical identification of items for maintenance of end items to include location within the next higher assembly, e.g., internal location of an electrical component within an engine starter assembly. If the drawing, commercial literature, specification or standard does not identify the location of the part within the end item, then a sketch or illustration must be attached to that specific document.

C.7.5.1.7 SPTD shall clearly indicate the physical characteristic(s) and/or specification(s) of the item or assembly. e.g., color, type of paint, dimensions, radius, thickness, dimensions, inlet/outlet dimensions, pressure range, length, width, height, shape, surface treatment, thread size, thread type, type of material, wall thickness, amperage, voltage.

C.7.5.1.8 Military Specifications (MIL-SPEC), Military Standard (MS), Federal Specifications (FED-SPEC) for items that are non-definitive must include documentation of class, type, size, shape, color, and/or dimensions for that standard.

C.7.5.2 Government Rejection of Data Product. The Government shall reject any submitted EDFP if the technical documentation of the individual EDFP is not sufficient to clearly outline the technical specifications and dimensions of the provisioned item. EDFP submitted without a CAGEC for any item will be rejected.

C.8 Corrosion Prevention and Control Plan. The contractor shall develop and implement a Corrosion Prevention and Control Plan in accordance with Section 2.2 (and associated subparagraphs) and Section 3.0 (and associated subparagraphs) of the NW Corrosion Prevention and Control Plan (attached) and submit in accordance with **CDRL A800**.

C.9 Anti-Terrorism (AT)

C.9.1 AT Level 1 Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete Anti-Terrorism Level 1 awareness training prior to performing activities related to this contract on Army installations, facilities and controlled access areas. The contractor shall submit current certificates of completion for each contractor employee and subcontractor employee requiring access to Army installations to the COR or to the Anti-Terrorism Officer (ATO), if a COR is not yet assigned, within thirty (30) calendar days after completion of

training by each of the employees and subcontractor personnel, but NLT prior to accessing Army installations, facilities or controlled access areas. Anti-terrorism level 1 awareness training is available at the following website:

https://jksupport.jten.mil/Atlas2/page/coi/externalCourseAccess.jsf?v=1581514323473&course_prefix=JS&course_number=-US007.

C.9.2 Access and General Protection. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by a Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshal Office, Director of Emergency Services, or Security Office, should they be required. Contractor workforce shall comply with all personal identity verification requirements as directed by the DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

C.9.3 iWATCH Training. The contractor and all associated subcontractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR/ATO. This training shall be completed within forty-five (45) calendar days of contract award and within forty-five (45) calendar days of new employees' commencing performance, with the results reported to the COR/ATO no later than sixty (60) calendar days after contract award.

Section D - Packaging and Marking

NOT APPLICABLE AT THIS TIME

Not Applicable at this time.

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	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	N/A	N/A	N/A	N/A
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
000303	N/A	N/A	N/A	N/A
000304	N/A	N/A	N/A	N/A
000305	N/A	N/A	N/A	N/A
000306	N/A	N/A	N/A	N/A
000307	N/A	N/A	N/A	N/A
000308	N/A	N/A	N/A	N/A
000309	N/A	N/A	N/A	N/A
000310	N/A	N/A	N/A	N/A
000311	N/A	N/A	N/A	N/A
000312	N/A	N/A	N/A	N/A
000313	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	25 wks. ADC	100	ATTN: JOE PRINCETTA JOE PRINCETTA WAREHOUSE 5, BAY 3 DROP #549 - 11 HAP BLVD TOBYHANNA PA 18466 570-615-9573 FOB: Destination	
0002	120 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	N/A	N/A	N/A	N/A
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
000303	N/A	N/A	N/A	N/A
000304	N/A	N/A	N/A	N/A
000305	N/A	N/A	N/A	N/A
000306	N/A	N/A	N/A	N/A
000307	N/A	N/A	N/A	N/A
000308	N/A	N/A	N/A	N/A
000309	N/A	N/A	N/A	N/A
000310	N/A	N/A	N/A	N/A
000311	N/A	N/A	N/A	N/A
000312	N/A	N/A	N/A	N/A
000313	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	25 wks. ADC	100	ATTN: JOE PRINCETTA JOE PRINCETTA WAREHOUSE 5, BAY 3 DROP #549 - 11 HAP BLVD TOBYHANNA PA 18466 570-615-9573 FOB: Destination	
0002	120 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	N/A	N/A	N/A	N/A
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
000303	N/A	N/A	N/A	N/A
000304	N/A	N/A	N/A	N/A
000305	N/A	N/A	N/A	N/A
000306	N/A	N/A	N/A	N/A
000307	N/A	N/A	N/A	N/A
000308	N/A	N/A	N/A	N/A
000309	N/A	N/A	N/A	N/A
000310	N/A	N/A	N/A	N/A
000311	N/A	N/A	N/A	N/A
000312	N/A	N/A	N/A	N/A
000313	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

Invoice/ Receiving Report (Combo)

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<u>TBD</u>
Issue By DoDAAC	<u>W91CRB</u>
Admin DoDAAC**	<u>TBD</u>
Inspect By DoDAAC	<u>TBD</u>
Ship To Code	<u>TBD</u>
Ship From Code	<u>TBD</u>
Mark For Code	<u>N/A</u>
Service Approver (DoDAAC)	<u>TBD</u>
Service Acceptor (DoDAAC)	<u>W91CRB</u>
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>TBD</u>
Other DoDAAC(s)	<u>N/A</u>

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

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

(g) WAWF point of contact.

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

TBD

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

(End of clause)

Section H - Special Contract Requirements

NOT APPLICABLE AT THIS TIME

Not Applicable At This Time.

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
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.211-5	Material Requirements	AUG 2000
52.211-17	Delivery of Excess Quantities	SEP 1989
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2019
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-50	Combating Trafficking in Persons	JAN 2019
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American--Supplies	MAY 2014
52.225-5	Trade Agreements	OCT 2019
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	AUG 2019
52.245-1	Government Property	JAN 2017
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	MAY 2019
252.227-7003	Termination	AUG 1984
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
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7001	Warranty Of Data	MAR 2014
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335311, Power, Distribution, and Specialty Transformer Manufacturing.

(2) The small business size standard is 750 Employees.

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic & 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

X (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)

52.204-20 Predecessor of Offeror (JUL 2016)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

Predecessor CAGE code: [] (or mark “Unknown”).

Predecessor legal name: [].

(Do not use a “doing business as” name).

(End of provision)

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

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing--

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

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

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

(d) Representation. The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer-

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representation. The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

(c) Representation. The Offeror represents that--

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

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

(End of provision)

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall build one-hundred (100) NGH unit(s) as specified in CLIN 0001 this contract. At least thirty (30) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests. The Government will select forty (40) units to undergo test (per SOW paragraph C.5.2.2.2).

(b) The Contractor shall submit the first article test report marked "FIRST ARTICLE TEST REPORT: Contract No. W91CRB-20-R-0003, CLIN 0001," in accordance with CDRL A650. The Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in CDRL A650. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified CDRL A650, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it () is, () is not a small business concern under NAICS Code 335311- assigned to contract number TBD.

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

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

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

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-- REPRESENTATION (DEC 2016)

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

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

(c) If the Offeror checked ``does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: [].

(End of provision)

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

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

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

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

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

(2) (☐) Outside the United States.

(End of provision)

52.233-2 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 Samantha L. Degele; samantha.l.degele.civ@mail.mil.

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

(End of provision)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None Identified.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ANSI/ASQC (Q9001) Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation and Servicing

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price)	(1) 50	(1) 50	(1) 25	25

incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value

engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

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

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below – None Identified. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
See Schedule	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
See Schedule	

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019)

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

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.

- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

EPCglobal means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

Radio frequency identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized- unit-load packaging levels, for shipments of items that--

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at https://www.acq.osd.mil/log/sci/RFID_ship-to-locations.html or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPCTM Tag Data Standards in effect at the time of contract award. The EPCTM Tag Data Standards are available at <http://www.gs1.org/epc-rfid>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

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		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		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; (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?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
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.)		
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.		
SUBCONTRACTS (Purchased materials or services)				

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</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?		
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? 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? 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)? For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
		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 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>				

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</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>				
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?		

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
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?		
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)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

SOLICITATION ATTACHMENTS:

A01 - PERFORMANCE SPECIFICATIONS

A02 - PRICING MATRIX

A03 – MIL-PRF-32383_4

A04 - PAST PERFORMANCE QUESTIONNAIRE

A05 - DD 254

A06 - WORK DIRECTIVE REQUEST FORM

A07 – WORK DIRECTIVE EXECUTION PLAN

A08 - NW CORROSION PREVENTION & CONTROL PLAN

A09 - NW SECURITY CLASSIFICATION GUIDE

A10 - ECP FORM

A11 – CDRLS

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-22 Previous Contracts And Compliance Reports FEB 1999

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 **the date of contract award** through **five (5) years/ sixty (60) months**.

(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 five (5), 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 33,420;

(2) Any order for a combination of items in excess of 33,520; or

(3) A series of orders from the same ordering office within fifteen (15) days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) calendar 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 **twelve (12) months from the last date of the contract Period of Performance (POP)**.

(End of clause)

SUBMISSION INSTRUCTIONS

Section L

1. Proposal Submission

Instructions Introduction.

The Offeror's shall submit proposals electronically via email. The proposals shall be delivered electronically to Contract Specialist, Michael Siwek at michael.f.siwek.civ@mail.mil and the Contracting Officer (KO), Samantha L. Degele at samantha.l.degele.civ@mail.mil.

Offeror's shall use Microsoft Office 2013 software or higher to create the required (.xls, .ppt, .mpp, and .doc) files as long as submitted package is compatible with Office 2013. Microsoft Project 2013 shall be used to create the IMS. Adobe Acrobat Version 7.0 or higher shall be used to create .pdf files. The electronic proposal shall consist of separate files as set forth and named below:

Offeror's proposal shall illustrate their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Offeror's proposal against the evaluation criteria. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired. Offeror's are cautioned that "parroting" of the Technical requirements or the SOW with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offeror's are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

Proposal Submission Requirements.

The proposal shall be submitted in the format set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal files as set forth below. As prescribed by FAR 52.215-1, the Government may award on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a business and technical standpoint. The below shall be submitted as five (5) separate documents each labeled as the corresponding "File Name" indicates in Table L1 below. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Table L1: Proposal Submission Requirements

<u>File Name</u>	<u>File Content</u>	<u>Page Limit</u>
Executive Summary and Cover Letter (.doc or .pdf)	Exe Sum/Cover Letter	4 pages
Factor 1 Overall Technical (.doc or .pdf)	Technical Proposal	30 pages
Factor 2 Price (.doc or .xls)	Price Proposal	no limit
Factor 3 Past Performance (.doc or .pdf)	Past Performance Proposal	no limit
Factor 4 Small Business Participation (.doc or .pdf)	Small Business Proposal	no limit

The Offeror shall indicate that their proposal remains valid for a minimum of one hundred and twenty (120) days and shall not contain classified data/information.

All Offeror's shall appropriately mark their submittals under this RFP for data protection.

Proposal submission documents, specific features, characteristics, or the entire documents themselves submitted for the following may be incorporated into the contract at time of award at Government discretion:

- Offeror's Integrated Master Schedule
- Updates to Section F schedules
- Offeror's proposed NGH Specification enhancement(s)

Proposals in response to this RFP shall be submitted for all the requirements identified in the RFP. Proposals submitted for less than all the requirements called for by this RFP will be evaluated as unacceptable and determined to be un-awardable.

The cover letter, title page, table of contents, table of figures, pricing matrix, list of tables and glossary of abbreviations & acronyms do not count against page count limitations. Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed from the proposal by the KO or designated representative(s), prior to turning the proposal over to the Government evaluation team, and will not be considered in the evaluation.

Proposal Files.

Format: The proposal submission shall be clearly indexed and logically assembled. Each Factor shall be clearly identified and shall begin at the top of the page. All pages of each Factor shall be appropriately numbered and identified by the complete company name, date and RFP number in the header and / or footer. A table of contents should be created using the Table of Content feature in MS word. Text shall be single-spaced, on 8 1/2 x 11 inch paper (except as specifically noted), with a minimum 0.5" margins. Pages shall be numbered

consecutively. Text shall be a 12-point Times New Roman font style. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, may use a reduced font style not less than 8 point and shall have spacing and text that is easily readable.

Each Factor, as shown in Table L1 above, in the proposal shall include a title page and table of contents. The table of contents shall list sections, subsections and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.

- a. Content Requirement: Offeror's shall submit all information that the Offeror wishes to have considered with the initial proposal. The Offeror shall present the information in the proposal in a clear, coherent, and concise manner sufficient to demonstrate a clear understanding of contract requirements and method of accomplishing these requirements. Offeror's proposals with vague or terse statements such as "will comply," "noted," and "understood," etc. are not acceptable. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked.

Executive Summary/Cover Letter

The proposal shall be accompanied by a cover letter prepared on the company's letterhead stationery. Any proposed deviations from the terms and conditions of the RFP, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined (Executive Summary and Cover Letter) and may be cause for the proposal to be rated as un-awardable. The cover letter shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other additional information. The cover letter shall be in accordance with FAR 52.215-1, paragraph (c)(2).

The executive summary shall reference a signed copy of the SF33 and a brief summary elaborating on the Offeror's capability and approach to accomplish the requirements of the contract. The Offeror shall agree to the terms and conditions of this solicitation that consists of the RFP, including all documents, exhibits, and attachments. In accordance with the DFARS 252.227-7013 and DFARS 252.227-7014, identify and assert any and all restrictions on the Government's Use, Release or Disclosure of technical data and computer software rights. The submission of these items in accordance with the instructions will, upon acceptance by the Government, contractually bind the Government and the Offeror to the RFP's terms and conditions. Any exceptions taken to the solicitation requirements shall be clearly identified in the Executive Summary.

Factor 1 – Technical Proposal

The following describes the technical information Offeror's are required to provide. The Offeror's proposal shall be organized into the following sections:

- **Sub-factor 1- Hardware**

The Offeror shall provide information in their proposal to describe how their proposed design meets all requirements in the NGH performance specification, address functional performance, power draw, schematic(s) and technical drawings for the NGH, and proposed external form factor size, and weight. Proposed values shall be to the nearest hundredth decimal point.

The Offeror shall address how their proposed approach will meet or exceed the threshold requirements for the following elements and provide metrics associated with each of the following elements:

- A1: Size (Performance Specification Paragraph 3.2.1.1)
- A2: Weight (Performance Specification Paragraph 3.2.1.2)
- A3: Power Draw (Performance Specification Paragraph 3.4.1)

The Offeror shall clearly explain how a proposed lower weight, lower size, lower power draw or performance beyond threshold requirements is achievable with a moderate or lower technical and schedule risk. The Offeror shall also identify any proposed NGH Specification enhancements that support the proposed approach.

- **Sub-factor 2- Integrated Master Schedule**

The Offeror shall submit an IMS in Microsoft Project 2013 compatible format that incorporates the SOW tasks, events and contract deliverables. It shall include a breakdown of the tasks necessary to support the manufacturing and delivery of all items and data defined in the contract. It shall clearly delineate the schedule's critical path and shall be documented in terms of calendar days following contract award. The schedule shall also indicate the latest date that any required Government Furnished Property (GFP) can be provided without impact to delivery schedules. The explanation accompanying the IMS should give sufficient detail to facilitate Government assessment of the schedule's realism. The IMS submission in MS Project will not count towards the Technical page limit.

The proposal shall also address the following as a minimum:

- Completeness of IMS addressing all aspects/phases of effort (modification, test, CDRLs, production)
- Initial Delivery In Compliance with Section F
- Production Lot Deliveries in compliance with Section F

- **Sub-factor 3- Manufacturing.**

The Offeror shall describe their overall approach to manufacturing including the fabrication process, configuration management process and quality standards.

The Sub-factor 3 portion of the proposal shall address the following as a minimum:

- Manufacturing capabilities
 - Minimum rate of 150 units per month
- Rate-sensitive constraints
- Potential lot build efficiencies
- Manufacturing organizations and locations
- Parts lead times
- Surge capacities
 - Minimum rate of 550 units per month
- Production Manufacturing

The Offeror's proposal shall describes the Offeror's approach to meet all Threshold technical measures and SOW requirements. The Offeror's proposal shall address:

- Meeting proposed technical metrics and performance criteria
- Probability that the product delivery schedule meets the proposed timeline
- Manufacturing approach is sufficient to meet the delivery timelines defined in Section F of the solicitation and submitted IMS, while producing components that meet the SOW and Performance Specification requirements.

Information will also be summarized in a Requirement Compliance Matrix as part of the Technical Factor submission

End of Factor 1.

FACTOR 2 – Price.

The anticipated contract will be a competitive Firm Fixed Price (FFP), Indefinite- Delivery, Indefinite-Quantity (IDIQ), single-award, contract type. Since adequate competition is anticipated, the Government will evaluate price reasonableness for the proposed FFP IDIQ effort in accordance with FAR 15.404-1(a)(2) and FAR 15.404-1(b). In accordance with FAR 15.404-1(a)(1) the Contracting Officer is responsible for evaluating the price reasonableness of the offered prices. Therefore the analytical techniques and procedures described in FAR 15.404-1(b) may be used, singly or in combination with others, to ensure that the final price is fair and reasonable. Proposed unit prices will also be evaluated for unbalanced pricing in accordance with FAR 15.404- 1(g).

The Price Volume shall clearly identify the proposed firm-fixed unit price for each separately priced CLIN in SECTION B in the format provided for said CLINs. Each Offeror's price proposal shall include a completed Section B and the attached NGH Pricing Matrix.xls. A pricing narrative establishing the FAR 15.404-1 reasonableness of the proposed total and unit prices for both CLINs 0001 & 0002 shall also be included in each Offeror's price proposal. Failure to provide pricing for CLIN 0001 or for any quantity range in the CLIN 0002 matrix may result in rejection of that proposal as unacceptable.

In accordance with FAR 15.404-3(b)(1) the prime contractor or subcontractor shall conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices. Evidence of these analyses shall be included in each Offeror's price proposal.

Offeror's are encouraged to submit any other price or financial information that may be helpful in the understanding and evaluation of the Price Proposal. Pricing information shall be addressed ONLY in the Price Proposal.

All assumptions used in determining the proposed Firm-Fixed Prices must be clearly stated in the Offeror's proposal.

Submission of proposals in U.S. Currency. All costs shall be in U.S. dollars only, including amounts for the prime contractor and any potential subcontractors.

Table L2: Contract CLINs

CLIN	Description	Quantity (see Note 1)	Delivery Schedule
0001	Next Generation Hub First Article Test Units	100	The Contractor shall conduct First Article Testing on CLIN 0001 units as soon as practicable after award to allow for delivery of the FAT-approved units to Government Technical Testing no later than twenty-five (25) weeks after award.
0002	Next Generation Hub Production Units	1 – 33,420	Delivery shall commence no later than 120 calendar days After Receipt of Order (ARO) AND either complete delivery within twelve (12) months after delivery commences OR at a minimum rate of 150 units per month whichever is fastest.

Each of the CLINs shall be priced according to the following instructions:

Note 1: CLIN 0002 quantities are available for award in any quantity and at any time during the contracted period of performance. Deliveries against CLIN 0002 cannot begin until successful completion of FAT Testing.

CLIN 0001 (FAT Only). The CLIN quantity will be multiplied by the unit price of the quantity to determine the total evaluated price. The unit price shall include any applicable Non-Recurring Engineering as well as a standard warranty as described in section C.2.8 of the Statement of Work.

CLIN 0002 (All Production NGH Items). Stepladder/Range Quantity pricing shall be provided by the Offeror for the quantity range described in "NGH Pricing Matrix.xls". A weighted range average unit price shall be calculated, using the "Example tab" in the NGH Pricing Matrix.xls. The unit price shall include a standard warranty as described in section C.2.8 of the Statement of Work. Maximum quantity of 33,420 units.

The Government will evaluate proposals for IDIQ Total Evaluated Price (TEP) purposes by adding the evaluated price of:

- CLIN 0001 Quantity 100 Next Generation Hub
- CLIN 0002 Quantity 33,420 Next Generation Hub

End of Factor 2.

FACTOR 3 – Past Performance.

Sub-factor 1 – Relevance and Sub-factor 2 – Confidence. This volume shall contain past performance information used for evaluation of both sub-factors. A major subcontractor is defined as those who will be providing services for more than 20% of the total proposed cost/price. Offeror's shall submit no less than three (3) and no greater than five (5) Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this solicitation.

Relevant efforts are defined as services/efforts that are similar in size, scope and complexity as this requirement. Data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. If the Offeror submits subcontractor past performance information to the Government, the Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractor's past performance information to the Offeror.

This volume shall be organized into the following sections:

- 1) Section 1 – Contract Descriptions. This section shall include the following information in the following format.
 - a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and POC within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
 - b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
 - c) Government's technical representative/ COR and current email address, telephone and fax numbers.
 - d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax number.
 - e) Government contract administration activity's Pre-Award Monitor's, if applicable, name, and current e-mail address, telephone and fax numbers.
 - f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery

Order Numbers.

- g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
 - h) Awarded price/cost.
 - i) Final or projected final price/cost.
 - j) Original delivery schedule, including dates of start and completion of work.
 - k) Final or projected final delivery schedule, including dates of start and completion of work.
- 2) Section 2 – Performance. Offeror's shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offeror's shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offeror's shall also provide copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any

corrective action implemented by the Offeror or proposed subcontractor. The Offeror's shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

- 3) Section 3 – Subcontracts. Offeror's shall provide a specific narrative explanation of how they have successfully executed subcontractor management on the past contracts referenced in Section 1. Details should include the number of subcontractor entities used on each contract and the percentage of work subcontracted to each subcontractor. The percentage of work subcontracted should be expressed by percentage of total contract cost/price.
- 4) Past Performance Questionnaire. For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire (Appendix C) shall be completed and submitted. The Offeror and major subcontractor(s) shall complete Part I of the Past Performance Questionnaire. Once complete the Offeror and major subcontractor(s) shall e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs for the past/current contract shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office NLT the proposal due date. The Offeror and major subcontractors shall e-mail the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government shall receive this list NLT the proposal due date. The POC List shall be submitted in MS Word, in Windows Table Format, to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).
- 5) Submissions. Offeror's shall provide and submit the prime contract number and all Government Agency POCs for Questionnaire data submissions.
- 6) Small Business Participation Past Performance. All Offeror's shall submit information substantiating the Offeror's past performance in complying with FAR 52.219- 8, "Utilization of Small Business Concerns", and maximizing opportunities for U.S. small business subcontractors. Offeror's shall also provide a statement indicating whether any negative information has been reported in the past six (6) years concerning the Offeror's past compliance with FAR 52.219-8 and/or 52.219-9 Small Business Subcontracting Plan. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offeror's with no prior contracts containing FAR 52.219-8 and/or 52.219-9 shall certify the same.

End of Factor 3.

FACTOR 4 – Small Business Participation.

All Offeror's shall provide a narrative (3 pages maximum) describing the company's past performance in complying with requirements of FAR 52.219-8, Utilization of Small Business Concerns, and maximizing opportunities for U.S. small business subcontractors. Offeror's shall provide a narrative (4 pages maximum) describing planned compliance with FAR 52.219-8 during NGH contract performance and identify proposed small businesses that will participate in the acquisition including type of small business, CAGE code, NAICS code supporting each firm's size status for the principal nature of the planned work, estimated dollar value of participation for each year over the contract term and types of commitments that are in place to use named small businesses. All Offeror's shall also describe any planned use of any specific initiatives to support the small business industrial base during contract performance (e.g. use of mentor protégé agreements, offering other informal assistance to improve small business capabilities related to manufacturing, quality, accounting or other areas, developing second sources to preclude single points of failure).

All Offeror's (both large and small businesses) are required to complete a Small Business Participation Proposal. Offeror's should propose the level of participation of small businesses (as a small business prime and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

(a) Check the applicable size and categories for the **PRIME Offeror only -- Check all applicable boxes:**

☐ Large Prime

☐ Historically Black Colleges or Universities and Minority Institutions (HBCU)

or

☐ Small Business Prime; also categorized as a

☐ Small Disadvantaged Business (SDB)

☐ Woman-Owned Small Business (WOSB)

☐ Historically Underutilized Business Zone (HUB Zone) Small Business

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors):

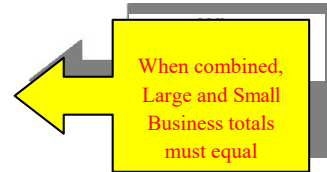
Example: If Prime proposes a price of \$1,000,000 (including all options), and small business(es) will provide \$250,000 in services/supplies as a prime or subcontractor, the % planned for small businesses is 25%; and 75% for large business equaling 100%.

Total Percentage planned for Large Business(es)

75 % = \$ 750,000

Total Percentage planned for Small Business(es)

25 % = \$ 250,000



- (c) Please indicate the total percentage of participation to be performed by each type of subcategory small business. **The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:**

Example: Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HubZ and WOSB) performing 3%. Results equate to: SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;. SDVOSBs are also VOSBs automatically; however VOSBs are not automatically SDVOSBs.

Total Contract Value (TCV) = (CTR shall insert TCV)

MQR – Small Business Participation

Note: (Including Small Business prime Offeror's participation in appropriate SB categories)

Table A

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

- (a) Use Table A to propose the required information.
- (b) All representations above shall be accompanied by detailed supporting documentation regarding individual commitments.
- (c) All supporting documentation is excluded from the page count. Supporting documents will not be incorporated into any resulting contract.
- (d) List principle supplies/services to be performed by Small

Businesses:

Minimum Quantitative Requirement (MQR): The SBC's (prime Offeror and small business subcontractors) shall propose quantitative participation in terms of value of the total acquisition (total contract value). Offeror's shall provide detailed explanations/documentation to support quantitative small business participation. Binding commitments shall become enforceable contractual requirements during the contract duration.

Table B

Company Name	Small Business Category(ies) (SB, SDB, WOSB, HUBZone, VOSB, SDVOSB)	Product(s)/Service(s) to be provided, including type, variety, complexity of work	NAICS Code	Nature of Commitment

Note:

Pursuant to Sections 8(d) of the Small Business Act, a business is considered small for Government procurements if it does not exceed the size standard for the NAICS code that the prime contractor believes best describes the product or services being acquired. In other words, the size of the prime's suppliers is determined by the applicable NAICS code of their joint venture, teaming partner, or subcontract, which may or may not be the same NAICS code as the one for your prime contract with the Government.

- (e)** Describe the extent of commitment to use small businesses (e.g., what types of commitments, if any, are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.) Provide documentation regarding commitments to small business for this effort. Copies of such agreements should be provided as part of your small business participation plan and will not count against the page limitation for this volume.

End of Factor 4.

Small Business Subcontracting Plan (Required for Large Businesses ONLY)

Separate from Small Business Participation Plan, Large Business Offeror's, must also submit a small business subcontracting plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan). Large businesses must submit an acceptable small business subcontracting plan to be eligible for award. The plan, at a minimum shall address the elements set forth in FAR Clause 52-219-9(d)(1) through (11). Small business subcontracting plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan and Commitment Plan. Note: Small

business subcontracting plans will only be reviewed for acceptability for those Offeror's deemed to be apparent awardees.

1. To be eligible for award, large businesses must submit an, "Acceptable" small business subcontracting plan in accordance with FAR 19.702(a) (1) which states, "In negotiated acquisitions, each solicitation of offers to perform a contract that is expected to exceed \$700,000 (\$1.5 million for construction) and that has subcontracting possibilities, shall require the apparently successful Offeror to submit an acceptable subcontracting plan. If the apparently successful Offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the Offeror will be ineligible for award." A Small Business Subcontracting Plan deemed "Acceptable" will be incorporated into any resultant contract.
2. Size Standard: The NAICS code for this solicitation is 335999 All Other Miscellaneous Electrical Equipment and Component Manufacturing with a size standard of 500 employees.
3. Small business subcontracting plan objectives represent the percentage of the Offeror's Subcontracting budget allocated for subcontracting with small businesses. The Offeror must consider the Government's subcontracting target objectives for this acquisition as follows:
 - Small Business {13%}
 - Small Disadvantaged Business {0.50%}
 - Women-Owned Small Business {0.50%}
 - HUBZone Small Business: {0.50%}
 - Service-Disabled Veteran-Owned Small Business {0.50%}

Submission Requirements: Offeror's narrative must describe their compliance with the requirements of FAR 19.704 Subcontracting Plan Requirement

General Guidance:

The evaluation will be limited to the information provided by Offeror's and nothing will be assumed. To meet the minimum requirements, the Offeror shall furnish enough definitive, supportive information on the factor areas to effectively describe the Offeror's capability to adequately support the solicitation requirements. The evaluators will utilize the Offeror's response to the solicitation as a vehicle for validating the Offeror's understanding and capability to perform as it relates to each of the evaluation criteria.

The Offeror's proposal is presumed to represent its best efforts to respond to the solicitation.

All inconsistencies, whether real or apparent, between promise performance and price shall be explained in the proposal. Unexplained inconsistencies resulting from the Offeror's

lack of understanding of the nature and scope of work for the overall solicitation or their lack of financial ability to perform the contract may be grounds for not receiving an award.

Use of Non-Government Advisors for Source Selection Evaluation:

Offeror's are advised that employees of Amentum, General Technical Services, LLC., and QED Systems, LLC. (information identified below) may serve as advisor(s) in the source selection process. These individual(s) will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. In accomplishing their duties related to the source selection process, the above stated companies may require access to proprietary information contained in the Offeror's proposals.

In accordance with FAR 9.505-4(b), Offeror's shall obtain Non-Disclosure Agreements with the vendors below and provide a copy of the NDA with their proposal. This requirement shall flow down to all Subcontractors.

Submission of proposals without objections to the use of non-government employees from the companies referenced below shall serve as evidence of consent from Offeror's and proposed subcontractors for the stated employees to serve as advisors in the source selection process.

Company Name: Amentum
Company Address: 16156 Dahlgren Road, Dahlgren, VA 22448
Contract Number W91CRB-19-F-0248
SSEB Advisor: John Schimmel
Company POC: La Juan Carter (Contracts Manager)
Telephone: (540) 663-9371
E-mail: lajuan.carter@amentum.com

Company Name: General Technical Services LLC
Company Address: 1451 Route 34 South – Suite 301 Wall Township, NJ 07727
Contract Number DOTC-16-01-INIT0927
SSEB Advisor: Dan Milliken
Company POC: Mari Kovach (Co-Chief Executive Officer)
Telephone: (732) 280-2022
E-mail: mari.kovach@gtsllc.com

Company Name: QED Systems, LLC
Address: 6165 Guardian Gateway, Suite T, APG, MD 21005
Contract Number: W91CRB-19-F-0248
SSEB Advisor: Patricia Zaccagni
Company POC: Scott Balda
Telephone: (443) 694-3325
E-mail: sbalda@qed-sys.com

The above mentioned companies/corporations are expressly prohibited from competing on the subject solicitation.

BASIS OF AWARD

Basis of Award

Award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with consideration given to the four (4) evaluation factors: Factor 1- Technical, Factor 2- Price, Factor 3- Past Performance and Factor 4- Small Business Participation.

Factor 1- Technical is the most important factor and is slightly more important than Factor 2- Price. Factor 2, Price, will not be adjectivally rated; but will be evaluated for completeness and reasonableness. Factor 3 – Past Performance and Factor 4 – Small Business Participation will be evaluated as Acceptable/Unacceptable. All evaluation factors other than Price, when combined, will be considered slightly more important than Price.

Within Factor 1, Technical there are three (3) sub-factors: Sub-factor 1 – Hardware, Sub-factor 2 – Integrated Master Schedule (IMS), and Sub-factor 3 – Manufacturing. Sub-factor 1 – Hardware is the most important. Sub-factor 2 – IMS and Sub-factor 3 – Manufacturing will be rated as Acceptable/Unacceptable.

Within Factor 3, Past Performance will be evaluated to determine if it is Acceptable or Unacceptable (A,U).

To receive consideration for award, proposals must achieve ratings of at least “Acceptable” in all non-price factors (Technical, Past Performance, SB Participation), a Risk rating of no worse than Moderate and the Price factor (Factor 2) must be determined to be fair and reasonable.

An unacceptable rating at any sub-factor level will cause the entire factor to be rated as unacceptable and thus the Offeror will be ineligible for award.

2. Factors, Sub-Factors and Elements to be Evaluated

The following evaluation factors, sub-factors, and elements will be used to evaluate each proposal: Award will be made to the Offeror whose proposal is the most advantageous to the Government based upon an integrated assessment of the evaluation factors, sub-factors, and elements described below. The Technical Factors will be rated as Outstanding (O), Good (G), Acceptable (A) or Unacceptable (U) as appropriate and defined below. The Technical Factor will also be rated for risk as Low, Moderate, High or Unacceptable.

Factor 1: Technical (O,G,A,U and Low, Moderate, High, Unacceptable)

Sub-Factor 1: Hardware Sub-factor (O,G,A,U)

Sub-Factor 2: Integrated Master Schedule (IMS) Sub-factor (A, U)

Sub-Factor 3: Manufacturing Sub-factor (A, U)

Within the Technical Factor, the Hardware (Sub-factor 1) is the most important sub-factor and will be rated adjectivally. Sub-factors 2, IMS, and Sub-factor 3, Manufacturing will be evaluated as Acceptable/Unacceptable.

The Offeror's Technical Factor submission will be evaluated to assess risk of meeting programmatic schedule, technical requirements and contract performance. To be eligible for award, the Technical Factor risk must be rated no worse than Moderate.

Within the Hardware Sub-factor there are three (3) elements that will be evaluated.

A1: Size

A2: Weight

A3: Power Draw

Element A1 and A2 are of equal importance and when combined are more important than Element A3. The Offeror is required to meet all Threshold technical measures as described in the Performance Specification, as captured in a Requirement Compliance Matrix submission, to be considered for award.

Evaluation of the Offeror's proposal shall address each Sub-factor as it applies to the SOW and Performance Specification. A detailed explanation of the criteria for the evaluation is set forth in the "Evaluation Approach". During evaluations of each proposal, the Government will assign each Factor, Sub-factor, and Element a rating and write a narrative evaluation reflecting the identified findings.

Factor 2: Price: The resulting award will be a FFP contract. Price reasonableness will be utilized as the evaluation of this effort.

Factor 3: Past Performance (A,U): Each Offeror's past performance will be determined to be Acceptable or Unacceptable.

Factor 4: Small Business Participation (A,U): The extent of Small Business Participation will be evaluated on the level of proposed participation of small businesses for this acquisition.

3. Evaluation Approach

Factor 1 – Technical Factor

The Offeror is required to meet all Threshold technical measures as described in the Performance Specification, as captured in a submitted Requirement Compliance Matrix as part of the Technical Factor submission. The Technical Factor (Factor 1) is divided into the following sub-factors:

- Sub-Factor 1: Hardware
- Sub-Factor 2: Integrated Master Schedule (IMS)
- Sub-Factor 3: Manufacturing

Sub-factor 1- Hardware (O,G,A,U): This sub-factor evaluates the Offeror's proposed solution to meet Next Generation Hub technical requirements. An unacceptable level of overall technical compliance with performance requirements could indicate a lack of understanding and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The evaluation will focus on the following Elements and the Offeror will receive only one rating per Element. Element A1 and A2 are of equal importance and when combined are more important than Element A3.

A1: Size- The Offeror's information narrative submitted in response to Element A1 will be evaluated to assess the Offeror's proposed approach to meeting or exceeding the Performance Specification threshold for the NGH paragraph 3.2.1.1.

A2: Weight- The Offeror's information submitted in response to Element A2 will be evaluated to assess the Offeror's proposed approach to meeting or exceeding the Performance Specification threshold for the NGH paragraph 3.2.1.2.

A3: Power Draw- The Offeror's information submitted in response to Element A3 will be evaluated to assess the Offeror's proposed approach to meeting or exceeding the Performance Specification threshold for the NGH paragraph 3.4.1.

An unacceptable rating at any sub-factor level may cause the entire factor to be rated as Unacceptable and the proposal as a whole to be Unacceptable.

If an Offeror is awarded a contract, the Offeror's proposed hardware performance capabilities exceeding the thresholds in Item Specification paragraphs 3.2.1.1, 3.2.1.2, 3.3, and/or 3.4.1, which the Government assesses the Offeror can credibly achieve, and for which the Government assessed evaluative strength(s) in Factor 1, will be incorporated into the contract.

In order to receive evaluation strength for any hardware performance capabilities beyond the thresholds in specification paragraphs 3.2.1.1, 3.2.1.2, 3.3, and/or 3.4.1, the Offeror must demonstrate that their proposed performance, as defined in Table M1, is achievable at a moderate risk or lower as defined in Table M2.

Table M1 – Elements A1-A3 Metrics and Ratings

	Acceptable	Good	Outstanding
A1: Length (in.)	3.50	$3.49 \leq l \geq 3.01$	≤ 3.00
A1: Width (in.)	4.00	$3.99 \leq w \geq 2.01$	≤ 2.00
A1: Depth (in.)	0.75	$0.74 \leq d \geq 0.41$	≤ 0.40
A2: Weight (oz.)	8.50	$8.49 \leq g \geq 5.01$	≤ 5.00
A3: Power Draw (W)	1.00	$0.99 \leq p \geq 0.51$	≤ 0.50

The Overall rating for Element A1 Size, will be based on the lowest rating of the individual Element A1 Size measurements. Any proposal with metrics that fails to meet the threshold Acceptable limits defined above in Table M1 will be rated Unacceptable.

Table M2 – Technical Risk Definitions

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

Sub-factor 2- Integrated Master Schedule (IMS) (A,U): This Sub-factor will be rated as Acceptable and Unacceptable (see table M4 below) and evaluates the Offeror's schedule for modification, production and qualification testing of the NGH to meet Section F of the solicitation requirements. Evaluation will consider the following:

- Completeness of IMS addressing all aspects/phases of effort (modification, test, CDRLs, production)
- Initial Delivery in accordance with Section F

- Production Lot Deliveries in accordance with Section F

If the Offeror is awarded the contract, specific timelines and milestones of the Offeror's proposal will be incorporated into the contract.

Sub-factor 3 - Manufacturing (A,U): : This Sub-factor will be rated as acceptable and unacceptable (see table M4 below) and evaluates the Offeror's manufacturing approach. The evaluation will focus on the Offeror's:

- Manufacturing capabilities
 - Minimum rate of 150 units per month
- Rate-sensitive constraints
- Potential lot build efficiencies
- Manufacturing organizations and locations
- Parts lead times
- Surge capacities
 - Minimum rate of 550 units per month
- Production Manufacturing

Technical Factor 1 Risk evaluation:

The Offeror's proposal submitted in response to Technical Factor 1 will be assigned a risk rating based on the proposal risks associated with:

- Meeting proposed technical metrics and performance criteria
- Probability that the product delivery schedule meets the proposed timeline
- Manufacturing approach is sufficient to meet the delivery timelines defined in Section F of the solicitation and submitted IMS, while producing components that meet the SOW and Performance Specification requirements.

The assigned Overall Technical Risk will be based on the definitions in Table M2 (above).

Adjectival and Risk Ratings for Technical Portion of the Proposal

In evaluating the Technical portion of the proposals, the Source Selection Evaluation Board (SSEB) will assign: an adjectival rating to each element of Sub-factor 1 based on the definitions in Table M1; an overall rating for Sub-factor 1 and for the Overall Technical Factor based on the definitions in Table M3; and ratings for the IMS and Manufacturing Capability Sub-Factors based on definitions in Table M4.

Table M3- Adjectival Ratings for Technical Factor and Sub-factor 1
Hardware

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

Table M4– Technical Acceptable/Unacceptable Ratings for Sub-factors 2 & 3

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

End of Factor 1.

Factor 2 - Price.

The anticipated contract will be a competitive Firm Fixed Price (FFP), Indefinite- Delivery, Indefinite-Quantity (IDIQ), single-award, contract type. Since adequate competition is anticipated, the Government will evaluate price reasonableness for the proposed FFP IDIQ effort in accordance with FAR 15.404-1(a)(2) and FAR 15.404-1(b). In accordance with FAR 15.404-1(a)(1) the Contracting Officer is responsible for evaluating the price reasonableness of the offered prices. Therefore the analytical techniques and procedures described in FAR 15.404-1(b) may be used, singly or in combination with

others, to ensure that the final price is fair and reasonable. Proposed unit prices will also be evaluated for unbalanced pricing in accordance with FAR 15.404- 1(g).

The Price Volume shall clearly identify the proposed firm-fixed unit price for each separately priced CLIN in SECTION B in the format provided for said CLINs. Each Offeror's price proposal shall include a completed Section B and the attached NGH Pricing Matrix.xls. A pricing narrative establishing the FAR 15.404-1 reasonableness of the proposed total and unit prices for both CLINs 0001 & 0002 shall also be included in each Offeror's price proposal. Failure to provide prices for any quantity range in the CLIN 0002 matrix, or pricing for CLIN 0001, may result in rejection of that proposal as unacceptable.

In accordance with FAR 15.404-3(b)(1) the prime contractor or subcontractor shall conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices. Evidence of these analyses shall be included in each Offeror's price proposal.

For total evaluated price (TEP) purposes the Government will evaluate proposals for award by adding the evaluated prices of:

- CLIN 0001 Quantity 100 (max) Next Generation Hub &
- CLIN 0002 Quantity 33,420 (max)Next Generation Hub

Proposed amounts will be only reviewed for FAR 15.404-1 price fairness/reasonableness by the Government. Proposed fixed priced amounts will not be evaluated for price or cost realism since it is not required in accordance with FAR 15.404-1(d)(3).

End of Factor 2.

Factor 3 - Past Performance

Adjectival Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.
Unacceptable	Based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

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 SOW.

- a. Evaluation of past performance shall be IAW this plan utilizing the Offeror submitted information and past performance questionnaires set forth in Appendix C. The Government may use data provided by the Offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through questionnaires and/or interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the North American Industry Classification System (NAICS) 335999. Data used in conducting performance risk assessments shall not extend past five (5) years prior to the issue date of the RFP.
- b. The Government will focus its inquiries on the Offeror's (and major subcontractor's) record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. Major subcontractors are defined as members of an Offeror's overall team who are expected to perform twenty (20) percent or more of the total proposed cost/price.
- c. 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, Offeror's will be reminded to include the most recent and relevant efforts (within the past five 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. In the context of acceptability/unacceptability, an "unknown confidence rating" shall be considered "acceptable."
- d. Offeror's shall submit not less than three (3) and no more than five (5) Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources, but is

not compelled to rely on all of the information available.

- e. The past performance factor considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three (3) aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in contractor performance and source of information).

The first aspect in determining relevancy is to evaluate the recency of the Offeror's past performance related to the current requirements. Contract references must meet recency in order to be considered relevant. Recency is a measure of time that has elapsed since the past performance has occurred. Recency is generally expressed as a time period during which the past performance references are considered relevant. For this procurement, Offeror's and major subcontractors shall submit references for not less than three (3) and not more than five (5) recent contracts performed within the last five (5) years (to include the current year) from the issue date of this RFP.

The second aspect is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Contract references shall be for relevant contracts. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance and the source selection requirements. With respect to relevancy, past Performance of greater relevancy will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

End of Factor 3.

Factor 4 - Small Business Participation

Table M7: Small Business Participation Ratings

Adjectival Rating	Description
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives
Unacceptable	Proposal does not meet small business objectives.

All Offeror's (both large businesses and small businesses) will be evaluated on the extent of proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime Offeror or small business subcontractors) relative to the objectives and requirements established herein. The Government will evaluate the following to determine if the Offeror met or exceeded the below requirements.

1. The extent to which Offeror's meet or exceeds the (Contractor input)% Minimum Quantitative Requirement (MQR);
2. Provide the name of each company considered to be a small business as prescribed in FAR Part 19 for the duration of the contract Period of Performance (POP),
3. The extent of commitment to use such firms (and enforceable commitments will be considered more favorably than non-enforceable ones),
4. Identify:
 - Type, variety, and complexity of work small business firms are proposed to perform;
 - The wide variety of work to be provided by SB firms to include technically complex work; i.e., proposals that offer higher complexity of work to be performed by small businesses in accordance with the requirement, such as work supporting the Statement of Work (SOW) (**see Table B below**),
5. Identify the dollar value and percentages by the extent of participation of small business firms (to include if the Prime Offeror is a Small Business) on this acquisition in terms of the value of the total acquisition. This shall be represented both in dollars and percentages for the total contract duration (**see Table A below**),
6. Offeror's Small Business Participation will be rated using Table M7 above.

End of Factor 4.