

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9		PAGE OF PAGES 1 73			
2. CONTRACT NO.			3. SOLICITATION NO. N0017323RWR01		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Mar 2023		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE SW WASHINGTON DC 20375			CODE N00173		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE		
TEL: FAX:									TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>ELECTRONIC SUBMIT ONLY</u> until <u>03:00 PM</u> local time <u>14 Apr 2023</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME RYAN WHELOCK			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS RYAN.WHELOCK@NRL.NAVY.MIL			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES			
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			9	X	J	LIST OF ATTACHMENTS			
X	D	PACKAGING AND MARKING			10	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE			11	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			12 - 14						
X	G	CONTRACT ADMINISTRATION DATA			15 - 19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS			20 - 24	X	M	EVALUATION FACTORS FOR AWARD			
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)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			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 B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	R&D Labor CPFF Laboratory and At-Sea Acoustic Techniques (LASAT) FOB: Destination PSC CD: AJ13	1	Lot		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Material and Travel COST FOB: Destination PSC CD: AJ13	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Technical Data COST FOB: Destination PSC CD: AJ13	1	Lot		
				ESTIMATED COST	

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Contractor Acquired Property COST FOB: Destination PSC CD: AJ13	1	Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	R&D Labor CPFF Laboratory and At-Sea Acoustic Techniques (LASAT) FOB: Destination PSC CD: AJ13	1	Lot		

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Material and Travel COST FOB: Destination PSC CD: AJ13	1	Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Technical Data	1	Lot		
OPTION	COST				
	FOB: Destination				
	PSC CD: AJ13				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Contractor Acquired Property	1	Lot		
	COST				
	FOB: Destination				
	PSC CD: AJ13				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	R&D Labor	1	Lot		
OPTION	CPFF				
	Laboratory and At-Sea Acoustic Techniques (LASAT)				
	FOB: Destination				
	PSC CD: AJ13				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot		
OPTION	Material and Travel COST FOB: Destination PSC CD: AJ13				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Lot		
OPTION	Technical Data COST FOB: Destination PSC CD: AJ13				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot		
	Contractor Acquired Property COST FOB: Destination PSC CD: AJ13				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	R&D Labor CPFF Laboratory and At-Sea Acoustic Techniques (LASAT) FOB: Destination PSC CD: AJ13	1	Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Material and Travel COST FOB: Destination PSC CD: AJ13	1	Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Technical Data COST FOB: Destination PSC CD: AJ13	1	Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3004 Contractor Acquired Property
COST
FOB: Destination
PSC CD: AJ13

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4001 R&D Labor
OPTION CPFF
Laboratory and At-Sea Acoustic Techniques (LASAT)
FOB: Destination
PSC CD: AJ13

ESTIMATED COST
FIXED FEE

TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4002 Material and Travel
OPTION COST
FOB: Destination
PSC CD: AJ13

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Technical Data	1	Lot		
OPTION	COST				
	FOB: Destination				
	PSC CD: AJ13				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Contractor Acquired Property	1	Lot		
	COST				
	FOB: Destination				
	PSC CD: AJ13				
				ESTIMATED COST	

Section C - Descriptions and Specifications

SECTION C

SECTION C

STATEMENT OF WORK

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A - Contract Data Requirements List, Attachment 1 - Statement of Work, and all other Attachments cited in Section J, which are incorporated by reference into Section C

Section D - Packaging and Marking

SECTION D**SECTION D****PACKAGING AND MARKING****D-1 PACKAGING AND MARKING**

All unclassified data and deliverable contract line items shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 MARKING OF SHIPMENTS AND REPORTS

The Contractor shall mark all shipments under this contract in accordance with the addition of ASTM-D-3951-18 "Standard Practice for Commercial Packaging" in effect on the date of the contract. The Contractor shall comply with FED STD 313-F (Material Safety Data, Transportation Data, And Disposal Data, For Hazardous Materials Furnished To Government Activities) to the extent applicable.

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract number

D-3 UNCLASSIFIED AND CLASSIFIED MARKING

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Task Order, or if none is specified, pursuant to industry standards.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M (dated February 28, 2006) and its Change 2 (dated May 18, 2016), and Attachment 3 - DD 254 - Contract Security Classification Specification.

Section E - Inspection and Acceptance

SECTION E**SECTION E****INSPECTION AND ACCEPTANCE****E-1 Inspection and Acceptance**

Inspection and acceptance of the final delivery will be accomplished by the Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC. Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the fourteenth (14th) day after the final delivery.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

Section F - Deliveries or Performance

SECTION F**SECTION F****DELIVERIES OR PERFORMANCE****F-1 PLACE OF PERFORMANCE**

The primary place of performance for this contract is at the Naval Research Laboratory located in Washington, DC.

F-2 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

All deliveries required under this contract shall be delivered to the following addresses only:

Receiving Officer	
Naval Research Laboratory	
Contract Number	*
ATTN:	*
CODE:	*
LOCATION:	NAVAL RESEARCH LABORATORY
	4555 OVERLOOK AVE, SW
	WASHINGTON DC 20375

F-3 GOVERNMENT FURNISHED PROPERTY

If during the performance of the statement of work, it is determined that providing GFP is necessary, a list of GFP will be incorporated into the contract via attachment, along with the following information:

- The GFP will be provided by *.
- The Government shall deliver the GFP to the following address: *
- Upon completion of the award, the GFP will be returned to *.

(* To be completed when applicable)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	POP 14-JUN-2023 TO 13-JUN-2024	N/A	NAVAL RESEARCH LABORATORY CONTRACTING OFFICER REPRESENTATIVE 4555 OVERLOOK AVE SW WASHINGTON DC 20375 (202) 767-3155 FOB: Destination	N00173
0002	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
0003	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
0004	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
1001	POP 14-JUN-2024 TO 13-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
1002	POP 14-JUN-2024 TO 13-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
1003	POP 14-JUN-2024 TO 13-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
1004	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
2001	POP 14-JUN-2025 TO 13-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
2002	POP 14-JUN-2025 TO 13-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
2003	POP 14-JUN-2025 TO 13-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
2004	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
3001	POP 14-JUN-2026 TO 13-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
3002	POP 14-JUN-2026 TO 13-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
3003	POP 14-JUN-2026 TO 13-JUN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
3004	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
4001	POP 14-JUN-2027 TO 13-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173

4002	POP 14-JUN-2027 TO 13-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
4003	POP 14-JUN-2027 TO 13-JUN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173
4004	POP 14-JUN-2023 TO 13-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00173

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

SECTION G**SECTION G****CONTRACT ADMINISTRATION DATA****G-1 CONTRACT ADMINISTRATION**

In order to expedite administration of this contract, the following delineation of duties is provided, including the names and contact information, for each individual or office specified. Contact the individual/position designated as having responsibility for any questions, clarifications or information regarding the functions assigned herein.

(a) The Administrative Contracting Officer (ACO), designated in Block 24 on the Standard Form 33, will expedite administration of the contract and direct inquiries to the appropriate office listed below.

(b) The Contract Administration Office (CAO) designated in Block 24 on the Standard Form 33 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

- Contract Specialist Ryan Wheelock, Code 1335, Email: ryan.wheelock@nrl.navy.mil.
- Security Matters Contracting Officer Representative for Security, Code 1226, (202) 767-2240, DSN 297-2240, email: security-group@nrl.navy.mil.
- Safety Matters Head Safety Branch, Code 3540, (202) 767-2232, safety@nrl.navy.mil.
- Patent Matters Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email patents@nrl.navy.mil.
- Release of Data Public Affairs Officer, Code 1030, (202) 767-2541, DSN 297-2541, email nrl1030@ccs.nrl.navy.mil. For FOIA information, see <http://www.nrl.navy.mil/media/public-affairs-office/foia/>.

(c) Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below: None.

(d) Inquiries regarding payment should be referred to DFAS at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) — FUNCTIONS AND LIMITATIONS

(a) * is hereby designated as the Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor via contract modification.

(b) The responsibilities and limitations of the COR are as follows:

- (1) Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the Contractor how to perform the work.
- (2) Submitting interim and final Contractor Performance Assessment Reports (CPARS) at www.cpars.csd.disa.mil/cparsmain.htm.
- (3) Quality assurance of services performed or deliveries made

- (4) Inspection and acceptance of services or deliverables
- (5) Ensuring that Government Furnished Property, to include any Contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
- (6) Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
- (7) Monitoring Contractor's performance and promptly report problems and recommendations for corrective action to the PCO
- (8) Annually, furnish a written report on performance of the Contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
- (9) Attend post award conference, if conducted.
- (10) Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
- (11) Monitoring of funds expended
- (12) Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

(c) Limitations:

The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

*(*To be filled in at time of award)*

G-3 PAYMENT INSTRUCTIONS - OTHER (PGI 204.7108(d)(12))

This contract is a cost-type contract funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that has received the service/product with the application of the payment to the corresponding entity.

G-4 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
 - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
 - (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

- (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the Contractor.
- (e) TDMs shall include, at a minimum, the following information:
 - (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification,
 - (5) The type of work to be performed, i.e., (a) SETA support or (b) R&D work,
 - (6) A reference to the appropriate CLIN or SubCLIN,
 - (7) The anticipated level of effort, materials and travel expected as a result of the TDM,
 - (8) The Network Activity and associated dollar amount, and
 - (9) The signature of the COR
- (f) CORs shall provide a copy of each TDM with the necessary increment of funds to the Contracting Officer for retention in the official contract file. CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

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.

N/A – No fixed price line items.

(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.

N/A – No fixed price line items.

(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.

(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	*
Issue By DoDAAC	N00173
Admin DoDAAC**	*
Inspect By DoDAAC	N00173
Ship To Code	N00173
Ship From Code	*
Mark For Code	N/A
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	*
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

*

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

(End of clause)

Section H - Special Contract Requirements

SECTION H**SECTION H****SPECIAL CONTRACT REQUIREMENTS****H-1 TYPE OF CONTRACT**

This is a Cost Plus Fixed Fee (CPFF) term contract.

H-2 KEY PERSONNEL REQUIREMENTS

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.
- (e) The following are identified as key personnel:

Labor Category
Research Scientist Category A KEY
Research Scientist Category B KEY
Research Scientist Category C KEY
Research Scientist Category D KEY
Senior Research Scientist Category A KEY
Research Scientist Category E KEY

H-3 REPORT PREPARATION

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO

Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

H-4 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Definitions.

The term “contractor” includes the Contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

“Organizational Conflict of Interest” (“OCI”) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

“Marketing consultant,” means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering— (1) Services excluded in FAR Subpart 37.2; (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) Routine legal, actuarial, auditing, and accounting services; and (4) Training services.

(b) In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.

(c) It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.

(d) The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.

(1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.

(2) The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(3) Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

(e) The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime contractor level.

(f) The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

(g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to "Disclosure of Information".

(h) The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

(j) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

H-5 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this Contract, the Contractor may be or may have been given access to: Source Selection Information [as defined in Federal Acquisition Regulation (FAR) 3.104]; data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as "business sensitive," "proprietary," "confidential," or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as "protected data."

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION." As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce

or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company's protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this Contract shall be provided to the Contracting Officer's Representative (COR).

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor's need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the Contract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer's Representative (COR).

H-6 LEVEL OF EFFORT

(a) The Contractor agrees to provide the total level of effort specified in the next sentence for performance of the work described in this contract. The level of effort for performance of this contract shall not exceed 61,440 total hours for base year and 61,440 total hours for each option year, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor hours is set forth in paragraph (k) below.

(b) It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated yearly breakdown of the total level of effort is as follows:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Labor Total	61440	61440	61440	61440	61440	307200

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2022
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.230-4	Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018

52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
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
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	DEC 2022
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.250-5	SAFETY Act-Equitable Adjustment	FEB 2009
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022

252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	DEC 2022
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	DEC 2022
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	DEC 2022
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	DEC 2022
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<https://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/Hotline-Posters/>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract--

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime prior to the expiration of the current term; provided that the Government gives the Contractor a preliminary written notice of

its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.244-2 SUBCONTRACTS (JUN 2020)

(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, as defined in FAR 2.101 on the date of subcontract award, 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, as defined in FAR 2.101 on the date of subcontract award, 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:

(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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	DD1423's		
Attachment 1	Statement of Work		
Attachment 2	Personnel Qualifications		
Attachment 3	DD254		
Attachment 4	OnSite Requirements		
Attachment 5	SBPCD		
Attachment 6	Subcontracting Plan Template		
Attachment 7	CostProposalFormat		
Attachment 8	PP Questionnaire		

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.227-6	Royalty Information	APR 1984
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7010	Commercial Derivative Military Article--Specialty Metals Compliance Certificate	JUL 2009
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.225-7974 (Dev)	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-O0005)	FEB 2020

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541715.
- (2) The small business size standard is 1,000.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 products or commercial services.

(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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in

paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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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 (AUG 2020)

(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 by unique location; 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 (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have 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) Representations.

(1) 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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals

contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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)

52.223-22 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)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

(☐) yes(☐) no

(End of Provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

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

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

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

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

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

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

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

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

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

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	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)

252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or

service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

___ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**L-1 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in electronic form (email) to ryan.wheelock@nrl.navy.mil. Please note that attachments are limited to 20MB per e-mail. If it exceeds the limit, it will need to be submitted over multiple e-mails. Please clearly label and number each e-mail in the subject line. Offerors are encouraged to turn on Read Receipt and/or request e-mail confirmation that the proposal has been received in its entirety.

The anticipated award date for solicitation purposes is **June 14, 2023**.

Comprehensive responses to the requirements of this Request for Proposals (RFP) are required to enable the Government to evaluate the Offeror's understanding of, capability and approaches to accomplish the stated requirements. Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified required content may be cause for rejection of the proposal.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements

The proposal shall be valid for no less than 180 days from the date of RFP closing. The proposal shall provide comprehensive responses to the areas provided for in this section. The Offeror's proposal must include all data and information requested by this RFP. The Offer shall be compliant with the requirements as stated in the RFP, Statement of Work (SOW), Contract Data Requirements List (CDRL) and all other attachments. Offerors are advised that material submitted in excess of that required herein will not be evaluated.

All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation entirely on the information presented in the Offeror's proposal.

Alternate proposals that depart from stated requirements will not be considered and shall not be submitted.

L-2 PROPOSAL VOLUME REQUIREMENTS

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies specified in the table. The contents of each proposal volume are described in the paragraphs noted in the table.

Proposal Organization				
Volume # and Title	File Name	Section L Reference	File Type	Page Limit
Cover Letter	Cover Letter Company Name	L-3	Word/PDF	2
I - Technical Proposal	Volume I Company Name	L-4	Word/PDF	50
II – Past Performance Proposal	Volume II Company Name	L-5	Word/PDF	20
III – Small Business Proposal	Volume III Company Name	L-6	Word/PDF	No limit
IV – Cost Proposal	Volume IV Company Name	L-7	Word/PDF	No limit
IV – Cost Spreadsheet (Excel)	Volume IV Company Name	L-7	Excel	No limit
V – Contract Information	Volume V Company Name	L-8	Word/PDF	No limit

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read, and will not be considered and will not be included in the evaluation of the proposal. Each page shall be counted except for the following: cover pages, table of contents, cross reference tables, tabs, glossaries, acronym lists, subcontractor/teaming agreements, past performance questionnaires, CPARS reports, transmittal letters, staffing plans, transition plans, resumes and letter of commitments.

(1) PAGE SIZE AND FORMAT

A page is defined as each face of a sheet of paper containing information. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced. Except for the reproduced sections of the solicitation document the text size shall be no less than 12 point font. Use at least 1 inch margins on the top and bottom and each side. Pages shall be numbered sequentially by volume. These limitations shall apply to files within the proposal. In the upper right header of all pages, the Offeror shall include the following information: RFP #, volume #, volume title, and page #.

Legible tables, charts graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 X 17 inches in size. For tables, charts, graphs and figures the text shall be no smaller than 8 points. These limitations shall apply to both electronic and hard copy proposals except for the Volume IV – Cost Spreadsheet (Excel). Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. Spreadsheets shall not be protected. No hyperlinks shall be allowed within the proposal. Proposals shall not be supplemented by any additional package or reference documents.

(2) COST OR PRICING RELATED DATA

All cost or pricing data shall be addressed ONLY in the Cost/Price Proposal (Volume IV) and Contract Documentation Volumes. Cost trade-off information, work hour estimates, and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

(3) CLASSIFIED INFORMATION

Proposals shall not contain classified information.

(4) INDEXING

Each volume, other than Volume IV, shall contain a more detailed table of contents to delineate the subparagraphs (one-level) within that volume. Tab indexing shall be used to identify sections and do not count against the page limitations for their respective volumes.

(5) GLOSSARY OF ABBREVIATIONS AND ACRONYMS

Each volume, other than Volume IV, shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

(6) LABELING

Be sure to apply all appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on disclosure and use of data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

(7) FILE NAMING CONVENTION

Offerors shall name files using the naming conventions mentioned in the Proposal Organization table above. Each file must be stored in a folder that corresponds to the proposal volume it represents. The files within the folder must be named in an unambiguous manner, using plain text language, which facilitates accessing the files for evaluation. Offerors shall insert the file name in the header of each document.

L-3 COVER LETTER

The proposal volumes discussed below shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify the contractor's name, address, UEI #, cage code, business size and all enclosures being transmitted. It shall be used only to transmit the proposal and shall include no other information. The cover letter shall be in accordance with FAR 52.215-1, paragraph (c)(2).

L-4 VOLUME I – TECHNICAL PROPOSAL

The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical Capability Factor including Subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the technical capability factor.

(1) VOLUME ORGANIZATION

The Technical Volume shall be organized according to the following general outline:

- i. Table of Contents
- ii. List of Tables and Drawings
- iii. Glossary
- iv. Technical Proposal addressing:

A. FACTOR 1: TECHNICAL CAPABILITY

1. SUBFACTOR 1: TECHNICAL UNDERSTANDING

- a. The Offeror shall demonstrate its specific knowledge, capability, and approach (for both Prime and Subcontractors) to perform all aspects of the requirements in accordance with Attachment 1 – Statement of Work.
- b. The Offeror shall provide sufficient details and convincing rationale that address how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of its facilities, capabilities, or experience. The Offeror shall assume that simply rephrasing the Government's requirements will indicate a low confidence that the requirements are understood.
- c. The Offeror shall demonstrate, in detail, their specific experience, knowledge, capabilities, and approach (for both prime and subcontractors) to accomplishing the requirements in the SOW, including:
 - Upgrades and improvements to acoustic laboratories and computer programs
 - Software development, testing, and demonstration
 - High-order adaptive finite element algorithm and model development for large-scale applications
 - Properly instrumented UUV's for acoustic studies
- d. The Offeror shall include sufficient details to permit a complete and accurate evaluation of the technical proposal. The proposal must demonstrate the Offeror's overall understanding of the scope of work and all requirements, and shall document the approach to and feasibility of performing the work as described in the SOW. Clear identification is the sole responsibility of the Offeror.
- e. Offerors shall identify technical uncertainties and assumptions within the requirements set forth in the solicitation and provide specific courses of action for their resolution. Offeror's proposals shall include detailed examples of specialized knowledge, capabilities, experience, and qualifications, such as internal initiatives, certifications, training programs, prior or current Government or private industry contracts, joint research projects, participation in industry organizations, and/or membership in Government councils or other applicable ventures.
- f. The Offeror shall also describe the company's experience in performing relevant projects with scientific and technical tasks similar in size, scope and complexity to the areas required in the SOW. The documentation should be sufficient to demonstrate both the prime and any subcontractors' breadth and depth of experience as it relates to the SOW and should clearly demonstrate the

relationship between the company's experience and the tasks required; prior or current programs in the areas; and technical understanding of all areas. Simply restating text from the SOW will not be acceptable. Offeror's shall provide sufficient detail to demonstrate experience in scope and similarity to the requirements as detailed in the SOW.

2. SUBFACTOR 2: PERSONNEL QUALIFICATIONS

- a. The Offeror shall provide all key personnel with the particular expertise and experience in accordance with Attachment 2 – Personnel Qualifications. The Offeror's proposal shall document the following, specifically:
 - i. The experience and qualifications of all proposed key personnel;
 - ii. The availability of all key personnel to support the effort on a full-time permanent basis (for all full-time employees only);
 - iii. The proposed key personnel's ability to span the total requirements (60 months); and
 - iv. The name, proposed labor category (LCAT), and proposed percentage each key personnel will be performing against the resulting contract.
 - v. Each proposed key personnel must be currently employed by the Offeror OR the Offeror shall provide documentation showing their immediate availability upon contract award. For key personnel that are current employees of the Offeror, the Offeror shall submit a commitment letter. For any contingent hire key personnel do not currently work for the Offeror or major subcontractor, the Offeror shall submit a letter of intent including the individual's name, contact information, and a declaration of their intent to commit to the project for the period of performance. Commitment letters and letters of intent shall not count toward the Volume I page limitation provided in Section L.
 - vi. Resumes are required for all proposed key personnel. Resumes shall be listed as attachments to Volume I and do not count towards the page count toward the Volume I page limitation provided in Section L.
- b. The Offeror shall propose a Staffing plan. The proposed Staffing Plan shall document all proposed key and non-key personnel. A list of the Government's minimum requirements for key personnel and the role they shall exhibit during the execution of this contract. Offeror is cautioned that staffing plans for individuals and all proposed tasks must match the labor mix as that of the cost proposal. Discrepancies between the labor mix identified in the technical and cost/price proposal may result in a lowering of the adjectival rating in the technical proposal or a cost realism adjustment.
- c. The Offeror shall provide a mapping of any company-specific labor categories it, or one of its Subcontractors, proposes in the Staffing Plan to the Government labor categories defined in the Personnel Qualifications Attachment. This mapping shall include a description, similar in detail to the Government labor categories, of the requirements/qualifications associated with each company-specific labor category contained in the Offeror's Staffing Plan, including company-specific labor categories proposed by subcontractors.
- d. When read together with the other parts of the Offeror's Technical and Management Volumes, the Offeror's Staffing Plan should demonstrate the Offeror's ability to successfully meet the requirements of Section C. The Offeror shall not be penalized for the use of subcontractors, but shall describe in the narrative how the proposed team provides optimal balance between size, manageability, and support capability while maintaining an integrated approach.

3. SUBFACTOR 3: MANAGEMENT CAPABILITY

- a. The Offeror shall address their overall management approach and ability to plan, manage, and execute all efforts required by the SOW under this contract, including, but not limited to, controlling personnel, controlling utilization of resources, tracking deliverables, monitoring performance and obtaining Government feedback. The Offeror shall describe processes to be used

- by Offeror's technical leadership to ensure specific subtasks are being performed effectively and efficiently.
- b. The Offeror shall provide an organization chart that demonstrates the location of this work in the Offeror's organization and demonstrate how this effort will receive sufficient corporate-level attention during performance. The plan shall describe the Offeror's corporate structure and ability to manage a high performing team, describe the procedures in place for monitoring and controlling costs, and also demonstrate how the Offeror will be successful in undertaking these management and cost control efforts.
 - c. The Offeror's proposal shall provide a comprehensive narrative describing the proposed management strategy for successfully carrying out the effort. The narrative should cover the management of the organization, staffing plan, transition plan and critical management systems (e.g. accounting system, purchasing system).
 - d. The Offeror's proposal shall demonstrate the capacity to routinely and rapidly respond to the scientific, research & development, and technical requirements of a research laboratory.
 - e. The Offeror's proposal shall detail the sufficiency of the Offeror's staff to accommodate program changes within the scope of the SOW.
 - f. The Offeror shall also provide a narrative description of its management experience on projects with scientific, research & development, and technical efforts similar to those required in the SOW. This description should clearly demonstrate how the contractor's management plan defines the company's management efforts resulted in its ability to meet performance requirements, cost, and schedule goals on projects of similar size and complexity.
 - g. The Offeror shall provide a transition plan that documents the Offeror's:
 - i. Ability to execute on the first day of the contract (only acclimation/gaining familiarity with NRL is allowable as there is no budget for training);
 - ii. Transfer of work control and information;
 - iii. Compliance with NRL security regulations as stated in Attachment 3; and
 - iv. Delineate the method for processing and assigning tasks during the phase-in/phase-out periods.
 - v. The proposed Transition Plan shall address how the Offeror will implement adequate measures to coordinate communications with the Awardee and NRL staff in order to ensure minimal impact during the transition process. The proposal will be evaluated on the Offeror's ability to complete all the transition activities within 60 days after contract award.

To ensure that Volume I is evaluated strictly on its merit, no cost information is to be included in this proposal.

L-5 VOLUME II – PAST PERFORMANCE PROPOSAL

(1) VOLUME ORGANIZATION

The Past Performance Volume shall be organized according to the following general outline:

- i. Table of Contents
- ii. Glossary
- iii. Introduction
- iv. Section I – Past Performance Questionnaires/CPARS Reports and Transmittal Letters

- A. Offerors shall provide NRL Past Performance Questionnaires and/or CPARs reports with their proposal (attached to the RFP) for no more than five relevant efforts within the last five years as of the date of this solicitation release. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts of similar size, scope and complexity to this solicitation. Similar size, scope and complexity means having performed the types of support efforts identified in the Statement of Work for this solicitation. The identified contracts can be with Federal, Commercial, or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs):

Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, and e-mail address for each POC.

- B. In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contract Specialist on or before the proposal due date.
- C. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. The Government reserves the right to consider any questionnaire received after the due date and contact those offices that do not respond to the questionnaire.

vii. Section II –Previous Contracting Narratives

- A. For each of the Past Performance Questionnaires and/or CPARs reports submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume II:
 - a. Name of contracting organization
 - b. Contract number
 - c. Contract type
 - d. Period of Performance
 - e. Total contract value
 - f. Describe how the size, scope and complexity of this past contract relates to this acquisition
 - g. Describe significant achievements, challenges, or obstacles that were encountered during contract performance and the measures taken to overcome them
 - h. Provide performance criteria/measures that were applied in evaluating performance for each contract identified. The performance criteria/measures should be specific and show the target performance levels that are/were set forth under the applicable contracts as well as the level of performance achieved, for the most recent period of performance of each contract
 - i. Contracting Officer's name, telephone number, and email
 - j. Contracting Officer's Representative, program manager, or similar official's name, telephone number, and email
- B. The Government reserves the right to use contract performance data provided in the Offeror's proposal, and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) database, personnel knowledge and from the points of contact identified by the Offeror in its proposal. The Government reserves the right to use this information in part and whole for both the Prime Offeror and any/all subcontractors. The Government will review the overall Past Performance picture before making an award decision and this section will be evaluated accordingly.

L-6 VOLUME III – SMALL BUSINESS PROPOSAL

(1) SMALL BUSINESS PARTICIPATION PLAN

All Offerors, including small businesses, that submit proposals as a prime contractor are required to propose on the extent of their inclusion of small businesses in the performance of the contract, including: small business, small disadvantaged business, women-owned small business, historically under-utilized (HUBZone) small business, and service-disabled veteran-owned small business. The Government's assessment of small business participation and commitment will be measured to determine if small business participation is maximized where applicable. Small business participation is a separate and distinctly different requirement from the FAR 19.704 requirement for the Contracting Officer to review and accept an Offeror's subcontracting plan. The small business participation plan addresses the extent of small business utilization in the performance of a contract as outlined in DFARS 215.304(c)(i). The small business participation plan outlines the "specifics," the "how" or the "details" of the

Offeror's firm intentions to maximize the utilization of small businesses within this acquisition. The Offeror shall articulate small business contributions to contract performance at the prime contract through first tier subcontract levels. Second and third tier small business subcontractors will not be considered towards the total small business participation percentage.

All Offerors, including small businesses and those who are DoD Comprehensive Test Program participants, shall submit a small business participation plan as a part of their proposal. The final Small Business Participation Commitment Document will be incorporated into the contract award. In accordance with DFARS 215.304(c)(i), small business participation is an evaluation factor of this solicitation for both other than small and small business Offerors.

Offerors shall address the following elements in their small business participation plan and must demonstrate their proposed approach as to how they will meet all stated small business participation requirements for this contract. The Small Business Participation Plan shall not reference the Subcontracting Plan (if required) or any other volume for information. All information required within the Small Business Participation Plan must be contained within this document. The Offeror's proposed small business participation plan shall address the following elements:

1. The extent of participation of small business firms (including those in socioeconomic categories as defined in FAR Part 19) in terms of the percentage of the total acquisition value. Use the Small Business Participation Commitment Document to fulfill this requirement (template attachment in Section J).
 - For calculating small business participation goals and dollar values, the "Total Acquisition Value" (TAV) is the Offeror's total proposed cost/price. The Government must be able to verify that each percentage is based on the total acquisition value. The percentage of work performed by small businesses that qualify in multiple socioeconomic categories may be counted in each category. If the Offeror submits zero percentages, the Offeror shall provide a detailed explanation to address how the Offeror will attempt to achieve small business participation where zero percentages are presented.
 - The small business participation minimum objective for Small Disadvantaged Business is 5.0%. Offerors are strongly encouraged to propose their best goals for small business and the other small business socio-economic categories.
 - For Other-Than-Small Businesses only: The dollar value commitments for small business participation presented in the Small Business Participation Plan shall be consistent with the dollar values presented in your individual Subcontracting Plan.
2. Description of the complexity and variety of work small businesses are to perform under the contract.
3. Description of the type of agreements and/or commitments to use small business firms under the contract (this includes purchase orders, teaming agreements, letters of commitment, etc.)
4. Description of specific initiatives and strategies that will be used under the contract to enhance small business utilization and capabilities.
5. Description of the process used to ensure proper flow down of requirements, process management and performance assessments of small business utilization at the first tier.

(2) SMALL BUSINESS SUBCONTRACTING PLAN

A subcontracting plan is required (FAR 52.219-9) for Other than U.S. Small Businesses only (i.e. Large Businesses). Using the Subcontracting Plan template (attachment in Section J), Offerors are required to submit either an individual subcontracting plan or a negotiated DoD Comprehensive Test Program subcontracting plan.

The subcontracting plan is the organization's business plan for the inclusion of small businesses within their capture/contracting processes. An individual subcontracting plan highlights the general "potential" for subcontracting opportunities within a specific procurement. The contract awardee has the "life of the contract" to make a "good faith effort" to ensure that subcontracted dollars will go to small businesses. Although distinct and different from each other, the small business participation plan is complementary to a subcontracting plan. Subcontracting plans shall reflect and be consistent with the commitments presented in the small business participation plan.

Small Business Subcontracting Plan (Applicable only to Offerors that are other than small businesses): The Offeror's proposed subcontracting plan will be reviewed for compliance and must clearly meet the requirements of FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations) and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a DoD Comprehensive Test Program subcontracting plan).

L-7 VOLUME IV – COST PROPOSAL

(1) VOLUME ORGANIZATION

The Cost/Price Volume shall be organized according to the following general outline:

- i. Table of Contents
- ii. Glossary
- iii. Introduction
- iv. Cost Proposal
 - A. A narrative on the basis of estimate (BOE) by cost element.
- v. Supporting Documentation
 - A. Supporting documentation may include: Facilities cost of money calculation, signed Forward Pricing Rate Agreement (FPRA), Forward Pricing Rate Recommendation (FPRR), provisional billing rate agreement, payroll information, escalation calculation, approved accounting system, approved purchasing system, approved estimating system, indirect cost pool description, subcontractor cost evaluations, subcontractor quotes, etc.

(2) GENERAL INSTRUCTIONS

The Cost Volume IV- Excel shall be organized in accordance with Attachment 7 (additional sheets may be used). Edits to the spreadsheet to comply with an Offeror's accounting system/estimating practices are allowed.

CLIN's 0001, 1001, 2001, 3001 and 4001: Labor. These CLINs will be included in the total evaluated cost. The vendor shall propose the following Level of Effort:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Research Scientist Category A KEY	1920	1920	1920	1920	1920	9600
Research Scientist Category B KEY	1920	1920	1920	1920	1920	9600
Research Scientist Category C KEY	1920	1920	1920	1920	1920	9600
Research Scientist Category C	3840	3840	3840	3840	3840	19200
Research Scientist Category D KEY	1920	1920	1920	1920	1920	9600
Research Scientist Category D	1920	1920	1920	1920	1920	9600
Senior Research Scientist Category A KEY	1920	1920	1920	1920	1920	9600
Research Scientist Category E KEY	1920	1920	1920	1920	1920	9600
Research Scientist Category F	1920	1920	1920	1920	1920	9600
Research Scientist Category G	1920	1920	1920	1920	1920	9600
Research Scientist Category H	1920	1920	1920	1920	1920	9600
Electrical Engineer Category A	1920	1920	1920	1920	1920	9600
Electrical Engineer Category B	1920	1920	1920	1920	1920	9600
Electrical Engineer Category C	1920	1920	1920	1920	1920	9600
Mechanical Engineer Category A	1920	1920	1920	1920	1920	9600
Mechanical Engineer Category B	1920	1920	1920	1920	1920	9600
Mechanical Engineer Category C	1920	1920	1920	1920	1920	9600
Engineering Technician Category A	1920	1920	1920	1920	1920	9600
Engineering Technician Category B	1920	1920	1920	1920	1920	9600
Engineering Technician Category C	1920	1920	1920	1920	1920	9600
Engineering Technician Category D	3840	3840	3840	3840	3840	19200
Engineering Technician Category E	1920	1920	1920	1920	1920	9600
Computer Systems Manager Category A	1920	1920	1920	1920	1920	9600
Model Maker Category A	1920	1920	1920	1920	1920	9600
Senior Machinist Category A	1920	1920	1920	1920	1920	9600
Analyst Category A	1920	1920	1920	1920	1920	9600
Analyst Category B	1920	1920	1920	1920	1920	9600
Research Assistant Category A	1920	1920	1920	1920	1920	9600
Geophysicist Category A	3840	3840	3840	3840	3840	19200
Labor Total	61440	61440	61440	61440	61440	307200

If the Offeror uses labor category terminology different than those included in Section H-6 and as defined in Attachment 2 - Personnel Qualifications, the Offeror must provide a matrix clearly relating their proposed labor categories to those included in Attachment 2.

CLIN's 0002, 1002, 2002, 3002 and 4002: Material and Travel. These CLINs will also be included in the total evaluated cost and will be cost-reimbursable (including appropriate indirects) and shall not include fee. They also shall not include any subcontractor labor and/or management costs.

Material and Travel costs are presently unknown; therefore, the Government is unable to define the requirements for these CLINs. Therefore, for evaluation purposes of this solicitation, the contractor shall utilize the following data to propose costs for CLIN's 0002, 1002, 2002, 3002 and 4002:

CLIN #	CLIN 0002	CLIN 1002	CLIN 2002	CLIN 3002	CLIN 4002
Travel	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
Material	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00

The above plug amounts for each CLIN shall be proposed. Vendors shall add any applicable indirects on top of the plug amounts specified in the table above.

While the Government anticipates establishing reasonableness of pricing through adequate price competition and does not require submission of certified cost or pricing data, Offerors must provide clear and concise explanations of

their pricing methodology and their labor and burden estimating practice and are cautioned against unbalanced and unrealistic pricing.

(3) COST OR PRICING DATA REQUIREMENT

In accordance with FAR 15.403-1(b), FAR 15.403-4(a), and DFARS 215.403, data other than certified cost or pricing data may be required to support a determination of price reasonableness. Provided the use of a cost-type contract, the Contracting Officer has determined data other than certified cost or pricing data shall be required by each Offeror in support of any proposal to allow provide information necessary for the Government to conduct a cost realism analysis. At the very minimum, all proposed direct rates shall be explained and all proposed indirect rates shall describe their allocation base and any associated cost pools.

IN ORDER TO SUPPORT THE GOVERNMENT'S COST REALISM ANALYSIS, OFFERORS ARE INSTRUCTED TO PROVIDE THEIR ACTUALLY INCURRED DIRECT AND INDIRECT LABOR RATES FOR THE PAST THREE CONTRACTOR FISCAL YEARS. SALARY DATA FOR PERSONNEL PROPOSED MAY BE SUBMITTED IN LIEU OF CORPORATE LABOR RATES IF CORPORATE LABOR STRUCTURE DOES NOT SUPPORT.

IF THESE HISTORICAL RATES WERE AUDITED, REVIEWED OR APPROVED BY DCAA OR DCMA, OFFERORS ARE INSTRUCTED TO PROVIDE SUPPORTING DCAA DOCUMENTATION (AUDITS, FORWARD PRICING RATE RECOMMENDATION (FPRR), FORWARD PRICING RATE AUDIT (FPRA), ETC. THIS DATA SHALL BE PROVIDED ON CORPORATE LETTERHEAD AND SIGNED BY THE COGNIZANT REPRESENTATIVE.

If, after receipt of proposals, the Contracting Officer determines that there is insufficient data available to determine price reasonableness, and none of the exceptions in FAR 15.403-1 apply, the Offeror shall be required to submit certified cost or pricing data.

(4) COST/PRICE PROPOSAL

The Offeror shall submit a cost/price proposal with supporting information for each cost element consistent with Offeror's disclosed estimating system practices. The breakdown should include such elements as direct labor, materials, travel and indirect costs. The Offeror shall provide exhibits as necessary to substantiate each direct labor rate and indirect cost element. Key personnel tasking levels shall be substantiated by name in the cost volume labor effort rather than generic labor categories. For any rates proposed that are not DCAA reviewed/approved, the Offeror shall provide complete documentation and the rationale for their use at time of proposal submission. The Offeror shall use the cost proposal spreadsheet format attached to this RFP, Attachment 7, for the excel version of the submitted cost proposal. Each subcontractor may submit their own proposal utilizing the RFP Attachment 7 template if the total proposed costs exceed the certified cost or pricing threshold (currently \$2,000,000). Those subcontractors proposing \$2,000,000+ may submit their complete, unsanitized proposal directly to the Government via electronic means only to ryan.wheelock@nrl.navy.mil. If the subcontractor is submitting their unsanitized proposal directly to the Government, the prime Offeror need only to include those hours, rates, and values necessary to complete the prime Offeror's proposal. Each prime Offeror is solely responsible for ensuring their chosen subcontractors exceeding the certified cost or pricing threshold, in accordance with FAR 15.403-4, submit their unsanitized proposal by the proposal due date specified on the Standard Form (SF) and here in Section L.

In this procurement, the Government will perform a cost realism analysis of each Offeror's proposed costs. The burden of cost credibility rests with the Offeror to demonstrate the realism of its proposed costs; as such, the Offeror must submit substantiating cost data for every cost element it proposes (e.g., direct labor, fringe rate, overhead rate, G&A rate, subcontract costs, etc.). Providing insufficient information to substantiate the realism of an Offeror's proposed costs may result in a cost adjustment and/or the offer may no longer be considered for award.

The Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance – i.e., the technical or management proposals and the identified personnel resources – and the proposed cost/price must be explained in the proposal. For example, if the intended use of new and innovative

techniques is the basis for an abnormally low estimate, the nature of these techniques and the impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low costs/prices may indicate an inability to understand requirements and a high risk approach to contract performance.

The Government encourages Offerors to provide additional substantiating information as necessary to demonstrate the cost realism of its proposed costs. Nevertheless, as with any substantiating cost data, merely providing the substantiating data, without sufficient analysis and explanation of the relevance and reliability of that data in the Cost Narrative, it alone will not be sufficient to demonstrate cost realism. The Cost Narrative must clearly explain the reliability of all of the substantiating cost information provided and its relevance to the Offerors cost analysis. Providing substantiating cost information, without demonstrating its relevance and reliability, may indicate that the Offeror lacks an understanding of the costs involved in performing the solicitation's requirements, which would indicate performance risks.

L-8 VOLUME V – CONTRACT INFORMATION

(1) VOLUME ORGANIZATION

The Contract Information Volume shall be organized according to the following general outline:

- i. Table of Contents
 - ii. Glossary
 - iii. Introduction
 - iv. Contract Information
- A. SECTION A: SOLICITATION/CONTRACT FORM
 - 1. The Contractor shall complete blocks 15 and 16, and sign and date blocks 17 and 18 of the solicitation. Signature by the Offeror on the solicitation constitutes an offer, which the Government may accept. The Offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid 180 days from the date of the solicitation closing date. Also, include all amendments signed.
 - B. SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS
 - 1. Refer to Section B of the solicitation and complete fill-ins.
 - C. SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS
 - 1. Completed representations, certifications, acknowledgements, and statements.
 - D. SECTION L: INSTRUCTIONS TO OFFERORS
 - 1. Any information required to be submitted regarding assertions. Offeror's shall make an affirmative statement that no OCI exists, if applicable.
 - E. OTHER: SECURITY REQUIREMENTS
 - 1. Offeror shall provide proof of compliance of all security requirements set forth in Attachment 3 - DD254.

L-9 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to FAR 9.5 and the definitions provided therein:

Definitions: Organizational Conflict of Interest: FAR 2.1 defines “Organizational Conflict of Interest” as a situation in which “...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.” For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the Contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, Consultants, or Subcontractors, hereinafter referred to as “Contractor”) and another in which the underlying interests of the Contractor and the other party directly or indirectly (1) may influence, affect or diminish the Contractor’s ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to or for the Government, or (2) may result in an unfair competitive advantage.

Purpose: The primary purpose of this clause is to ensure that the Contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

Description of the Effort: This contract is for research and development activities in support of various NRL Programs. In the performance of this contract, the Contractor may be required to make certain findings, conclusions and recommendations to the Government. The Contractor may also be required to have access to other Contractor’s proprietary data in order to make those findings, conclusions and recommendations to the Government. Because the Government requires total objectivity and impartiality in performance of this contract, the Contractor must be free from any biased influences and interests, which will affect, directly or indirectly, on the Contractor’s decision-making process.

Disclosure Statement: If the Offeror is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have any unfair competitive advantage, the Offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. If the Offeror is not aware of any circumstances of this nature, then the Offeror shall provide a statement stating such.

The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information and any other relevant information will be used by the Government to determine whether an award to the Offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the Offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure of any additional information as required shall result in disqualification of the Offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the Offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the Government may terminate the contract for default, recommend that the Contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the Offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the Offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an Offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the Offeror or Contractor shall be required to promptly correct the omission.

If the Contracting Officer determines that a potential conflict exists, the prospective Offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means, i.e., Government approved corporate mitigation plan. The terms of this clause are subject to negotiation

Offeror's shall make an affirmative statement that no OCI exists, if applicable.

L-10 INQUIRIES CONCERNING THE RFP

Offerors may submit questions in response to this solicitation no later than **1500 ET, March 24, 2023**. Offeror Questions shall be submitted to ryan.wheelock@nrl.navy.mil. Offerors are not to direct any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11 SECURITY REQUIREMENTS

Access to classified information is not required to submit a proposal for this statement of work. A DD254 is required for this contract.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

SECTION M EVALUATION FACTORS FOR AWARD

M-1 BASIS FOR AWARD

The Offerors proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation. The proposal must meet all Solicitation requirements.

The Government anticipates a single award resulting from this solicitation. The award decision will be based on the Government's evaluation of each Offeror's complete proposal against the evaluation Factors identified below. In accordance with FAR 52.215-1(f)(1), the award will be made to the responsible Offeror(s) whose proposal represents the best overall value to the Government after evaluation based on the Factors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). A best value analysis will not be performed or developed for any Offeror whose proposal is found to be technically unacceptable or unsatisfactory in any other factor. A proposal receiving an unacceptable in any factor will render the Offeror ineligible for award.

A tradeoff analysis may be used when it is in the best interest of the Government to consider award to other than the lowest Total Evaluated Price (TEP) Offeror or other than the highest technically rated Offeror. In order to select the successful Offeror, the Government will compare the Offerors proposal volumes. The comparison will trade off differences in technical capability based on the non-cost factors and cost factors. If one Offeror has both the better technical capability and the lower TEP, then that Offeror will be the better value. If one Offeror has the better technical capability and a higher TEP, the Government will decide whether the difference in technical capability is worth the difference in price. If it is determined that the difference in technical capability is worth the difference in price, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value.

The Government may limit the breadth of the cost realism analyses to those Offeror and subcontractor proposals, respectively, that represent the most likely candidates for award based on information derived from the technical evaluation and relative cost comparison. If an Offeror has a lower technical rating than competing Offerors and a higher proposed cost, the Government may elect not to perform a cost realism analysis on said Offeror's proposed cost as the cost realism analysis will only result in upward adjustments to the proposed cost thereby further removing the Offeror's proposal from the most likely candidates for award.

Award will only be made to an Offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan in accordance with Section L. Offerors are advised that technical proposals may be evaluated without consideration of any proposed Subcontractor which is deemed to have an organizational conflict of interest and for which an unsatisfactory mitigation plan has been proposed. Failure by an Offeror that has identified a potential OCI or to submit an OCI mitigation plan with its proposal shall no longer being considered for award. Prior to award, the Government will review any submitted OCI mitigation plan and make a determination as to whether the plan adequately meets the issues and provides adequate protection to both the company and the Government.

The Government will evaluate each Offeror's proposal in accordance with the factors contained in

Section L and listed below to determine the best value proposal. The evaluation factors represent key areas of importance to be considered in the source selection decision. The factors and any associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in each proposal, a prospective Offeror shall be evaluated in terms of its ability to meet or exceed the program's requirements stated in the SOW.

M-2 EVALUATION FACTORS

The following evaluation factors will be used to evaluate each proposal

<u>Factors</u>	<u>Subfactors</u>
1. Technical Capability	1. Technical Understanding 2. Personnel Qualifications 3. Management Capability
2. Past Performance	(None)
3. Small Business Participation	(None)
4. Cost/Price	(None)

Proposals will be evaluated in accordance with the following criteria:

Factor 1: Technical Capability includes the following three subfactors: 1) Technical Understanding, 2) Personnel Qualifications, and 3) Management Capability. The relative importance of the technical sub factors is: Technical Understanding is more important than Personnel Qualification; Personnel Qualifications is more important than Management Capability. Technical Capability factor, including all subfactors, is more important than Factor 2: Past Performance. Factor 3: Small Business Participation is of least importance. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, as non-price factors become closer in perceived value, price considerations will become more important. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced Offeror or other than the highest technically rated Offeror.

M-2-1 FACTOR 1: TECHNICAL CAPABILITY

SUBFACTOR 1: TECHNICAL UNDERSTANDING

Offerors' proposals will be evaluated on the Offeror's demonstrated understanding of the requirements in accordance with Attachment 1 – Statement of Work.

The evaluation will consist of a review of:

1. The degree to which the Offeror's technical proposal clearly demonstrates the capability, knowledge and approach, for both Prime and Subcontractors in performing all aspects of the SOW.
2. The degree to which the Offeror demonstrates an overall understanding of the scope of work and provides an approach to performing the tasks described in the RFP
3. The Offeror's size, scope, and complexity, as well as demonstrated knowledge, capability, and approach (for both Prime and Subcontractors) to perform all aspects of the tasks in accordance with the Statement of Work.
4. The Offeror shall specifically demonstrate its ability to perform the following tasks as described in the SOW including:
 - Upgrades and improvements to acoustic laboratories and computer programs
 - Software development, testing, and demonstration
 - High-order adaptive finite element algorithm and model development for large-scale applications
 - Properly instrumented UUV's for acoustic studies

SUBFACTOR 2: PERSONNEL QUALIFICATIONS

Offerors' proposals will be evaluated on the Offeror's demonstrated ability to provide key personnel in accordance with Attachment 2 - Personnel Qualifications.

The evaluation will consist of a review of:

1. The experience of all proposed key personnel;
2. The qualifications of proposed key personnel;
3. The availability of all key personnel to support the effort on a full-time permanent basis (for all full-time employees only); and
4. The proposed key personnel's ability to span the total requirements (60 months).

The evaluation of this factor will cover the qualifications of all proposed KEY personnel; missing qualifications shall be deemed as proposal significant weakness or deficiency. Offerors proposals will be evaluated on the availability of all proposed project professional and technical personnel to support the effort on a permanent basis.

The experience and qualifications of all Key Personnel as noted above as it relates to this SOW and RFP Attachment 2, Personnel Qualifications are of significant importance. Lack of required experience and qualifications for these labor categories will result in a Deficiency rating for this factor.

The proposed key personnel shall be available for work efforts on the first day of the period of performance start date. The proposed non-key personnel shall be available for work efforts within two weeks of after the period of performance start date. It is critical that the Offeror has properly committed key personnel with relevant experience and qualifications to complete the proposed work rather than just "corporate history" that does not transfer to the existing personnel who will perform the proposed work.

The Offeror's proposed Staffing Plan will be evaluated on:

1. Completeness of proposed personnel tasking and cross referencing of staff with appropriate SOW tasking's
2. Offeror's proposed mapping of any company-specific labor categories with solicitation labor categories and their requirements/qualifications, if applicable
3. Offeror's proposed staff's knowledge and capabilities to execute the proposed technical approach.
4. How the Offeror's proposed team provides the optimal balance between size, manageability, and support capability while maintaining an integrated approach.
5. Completeness of contingent hire document.

SUBFACTOR 3: MANAGEMENT CAPABILITY

Offerors' proposals will be evaluated on the Offeror's demonstrated capacity to routinely and rapidly respond to the scientific, research & development, and technical requirements of a research laboratory.

The proposal will be evaluated on the sufficiency of the Offeror's staff to accommodate program changes within the scope of the SOW.

The proposal will be evaluated on the Offeror's management plan, which should include a description of how the different tasks can be effectively and efficiently managed with minimum demands upon Government personnel. It should include, as applicable: management experience and involvement, quality control, risk management, systems engineering, hardware development, configuration management and subcontract management.

The proposal will also be evaluated on the Offeror's strategy for assuring a smooth and effective transition between the Offeror's proposed personnel and the incumbent's personnel into the ongoing system development, maintenance, and operations efforts.

The proposed Transition Plan will be evaluated on:

1. A clear ability to execute on the first day of the contract (only acclimation/gaining familiarity with NRL is allowable as there is no budget for training);
2. The transfer of work control and information;
3. Complying with NRL security regulations; and
4. Delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

The plan shall address how the Awardee will implement adequate measures to coordinate communications with the Awardee and NRL staff in order to ensure minimal impact during the transition process. The proposal will be evaluated on the Offeror's ability to complete all the transition activities within 90 days after contract award.

The Offeror's proposed Staffing Plan will be evaluated on:

1. Completeness of proposed personnel tasking and cross referencing of staff with appropriate SOW tasking's
2. Offeror's proposed mapping of any company-specific labor categories with solicitation labor categories and their requirements/qualifications, if applicable
3. Offeror's proposed staff's knowledge and capabilities to execute the proposed technical approach
4. How the Offeror's proposed team provides the optimal balance between size, manageability, and support capability while maintaining an integrated approach
5. Completeness of contingent hire documentation.

M-2-2 FACTOR 2: PAST PERFORMANCE

Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations.

The Government will evaluate CPAR reports, Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor.

The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

Sources of Past Performance Information for Evaluation are as follows:

1. Past Performance information may be provided by the Contractor, as solicited
2. Past Performance information may be obtained from questionnaires tailored to the circumstances of the acquisition

Past performance information shall be obtained from any other sources available to the Government to include, but not limited to, Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases, interviews with Program Managers, Contracting Officer's and Contracting Officer Representatives, Expert Technical Representatives and the Defense Contract Management Agency.

M-2-3 FACTOR 3: SMALL BUSINESS PARTICIPATION

The Government will evaluate small business participation and commitment:

1. The Offeror will be evaluated on the extent of its plan to meet or exceed its proposed goals for the participation of small business firms (including those in socioeconomic categories as defined in FAR Part 19) in terms of the percentage and dollars of the total acquisition value.
2. The Offeror will be evaluated on the extent of its description of the complexity and variety of work small businesses perform under the contract.
3. The Offeror will be evaluated on the extent of its description of the type of agreements and/or commitments to use small business firms under the contract.
4. The Offeror will be evaluated on the extent of its description of the specific initiatives and strategies that will be used under the contract to enhance small business utilization and capabilities.
5. The Offeror will be evaluated on the extent of its description of the process used to ensure proper flow down of requirements, process management and performance assessments of small business utilization at the first tier.

M-2-4 FACTOR 4: COST

Total costs proposed to be evaluated for completeness, realism, and reasonableness. Cost Completeness means the proposed costs are in complete in terms of adequacy of the identification, estimation and support all relevant costs. Cost Realism (FAR 2.101) means the proposed costs are (1) realistic for the work to be performed, (2) reflect a clear understanding of the requirements, and (3) are consistent with the various elements of the Offeror's technical proposal. Cost reasonableness (FAR 31.201) is defined as reasonable if the cost does not exceed the amount incurred by a prudent person in the conduct of a competitive business.

M-3 EVALUATION RATINGS, DEFINITIONS AND METHODOLOGY

M-3-1 TECHNICAL EVALUATION

Responses will be evaluated in terms of quality, depth, and relevance of information presented in response to this solicitation. Technical proposals that are unrealistic in terms of technical commitment will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk involved in the contract requirements and may be grounds for rejection of the proposal.

The following adjectival ratings and rating definitions will be used for each of the three technical subfactors. They will also be used to assign an overall combined Technical/Risk Rating for the technical proposal (Factor 1: Technical Capability):

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

Risk ratings listed in the description block of the above table are defined as follows:

Rating	Definition
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.

Strengths, Weaknesses, Significant Weaknesses and Deficiencies ratings in the description block of the above two tables are defined as follows:

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

M-3-2 PAST PERFORMANCE EVALUATION

Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations.

The Government will evaluate CPAR reports, Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor.

The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media and

electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

Sources of Past Performance Information for Evaluation are as follows:

- Past Performance information may be provided by the Contractor, as solicited
- Past Performance information may be obtained from questionnaires tailored to the circumstances of the acquisition

Past performance information shall be obtained from any other sources available to the Government to include, but not limited to, Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), or other databases, interviews with Program Managers, Contracting Officer's and Contracting Officer Representatives, Expert Technical Representatives and the Defense Contract Management Agency.

There are two (2) aspects to the Past Performance evaluation: Relevancy and Confidence Assessment.

Relevancy adjectival ratings and rating definitions:

PAST PERFORMANCE RELEVANCY RATING	
RATING	DESCRIPTION
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involves some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Confidence assessment adjectival ratings and rating definitions:

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

The following terms listed in the description block in the above tables are defined as follows:

Rating	Definition
Recency	As it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally

	expressed as a time period during which past performance references are considered relevant. For this acquisition, recency is defined as past performance references within the last five years as of the date of this solicitation release
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 examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.
Performance Confidence Assessment	An evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

M-3-3 SMALL BUSINESS PARTICIPATION EVALUATION

All offerors (both other than small 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 relative to the objectives and requirements established herein. The work to be performed directly by a small business prime Offeror will also be evaluated as Small Business Participation.

Small Business Concerns Only: In accordance with 13 C.F.R. 125.3(g)(3), a small business concern will receive at least an Acceptable rating for this Small Business Participation Factor, even if they elect not to submit any information in connection with this factor.

The following adjectival ratings/definitions shall be used for the Small Business Participation evaluation factor:

COMBINED TECHNICAL / RISK RATING		
Color	Rating	Description
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

M-3-4 COST EVALUATION

Proposals will be evaluated using the cost/price analysis methods of FAR SubPart 15.4.

Cost will become significantly more important as technical and past performance ratings approach equality. The Government will evaluate each Offeror's proposed pricing to establish that it is complete, realistic and reasonable. At the Contracting Officer's discretion, price reasonableness may be presumed without further review based on adequate price competition for the requirement that is the subject of this solicitation. Where adequate price competition is deemed not to exist based on proposals received or on other factors, the Government, at its election, may determine the reasonableness of any Offeror's proposed pricing with reference to the factors identified at FAR 15.404-1(b)(2)(ii)-(vii). The Government reserves the right to reject, without further consideration and without notice to the Offeror, any offer where the proposed pricing is determined to be unreasonable.

The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced from year to year. Evaluation of options shall not obligate the Government to exercise the option(s). Evaluation of Options will be conducted in accordance with FAR 52.217-5, Evaluation of Options and FAR 52.217-9, Option to Extend the Term of the Contract. The objective of the evaluation of the option is to determine that the price is fair and reasonable. Evaluation of options shall not obligate the Government to exercise any options.

The Option to Extend Services (FAR 52.217-8) is designed to evaluate the 6-month option. Considering FAR 52.217-8 can be exercised at the end of the PoP for CLINs 0001, 1001, 2001, 3001 and 4001, for evaluation

purposes only, pricing for FAR 52.217-8 will be evaluated by calculating the average of those CLINs and adding half of that amount to the total evaluated price. Contractor SHALL NOT propose the 6-month pricing.

The evaluation will also be based on compliance with the solicitation, a cost realism analysis, completeness and realism of the cost data, traceability of the cost to the Offeror's capability data and the proposed allocation of man-hours, materials, and labor mix. Pertinent cost information including, but not limited to, DCAA or DCMA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be considered in arriving at the Government determination of the most probable estimated cost to be incurred in the performance of the contract.

OFFERORS ARE INSTRUCTED TO PROVIDE THEIR ACTUALLY INCURRED DIRECT AND INDIRECT LABOR RATES FOR THE PAST THREE CONTRACTOR FISCAL YEARS. SALARY DATA FOR PERSONNEL PROPOSED MAY BE SUBMITTED IN LIEU OF CORPORATE LABOR RATES IF CORPORATE LABOR STRUCTURE DOES NOT SUPPORT THE PROPOSED LABOR RATES. THIS DATA SHALL BE PROVIDED ON CORPORATE LETTERHEAD AND SIGNED BY THE COGNIZANT REPRESENTATIVE.

Based upon the results of this analysis, the Government will develop a "Projected Cost to the Government" for each priced CLIN, excluding those CLINs which the Government has provided value Offerors are to propose, which represents, in the Government's judgment, the overall cost (projected cost plus fee) that will result from the Offeror's actual performance of the contract requirements.

The Government will then calculate the Government Total Evaluated Price (GTEP) for each offer which is calculated by summing the Government-determined realistic total estimated costs for all priced base and option CLINs. In developing the GTEP, through cost realism analysis, the Government reserves the right to perform an upward adjustment to any cost in the Offeror's proposal for EVALUATION PURPOSES ONLY. The GTEP will be used in making an award recommendation. The contract award will be made at the proposed cost and fee amounts of the successful Offeror.

M-4 COMPETITIVE RANGE DETERMINATION AND DISCUSSIONS

The Government intends to make award without discussions. Therefore, each initial offer should contain the Offeror's best terms from a technical and cost/price standpoint. The Government reserves the right to conduct discussions if determined to be necessary and/or in the best interest of the Government IAW FAR 15.306(a)(3). Clarifications and award without discussions will be conducted in accordance with FAR 15.306(a)(2). If the Government decides to open discussions and establish a competitive range, the competitive range may be reduced for purposes of efficiency to the greatest number that will permit an efficient competition in accordance with FAR 15.306(c)(2).

If discussions are deemed necessary with Offeror(s), upon completion of those discussions, the PCO will request that the Offeror provide a Final Proposal Revision (FPR). Revisions to any volume(s) shall be submitted by providing two electronic copies, one "clean" copy, and one with "track changes". The Offeror is advised that any changes to the proposal in the FPR shall be fully addressed and/or explained and reflected in the proposed price. Failure to comply with this requirement can adversely influence the evaluation of the proposal. The PCO will establish a common due date and time for submission of the FPR.

When final proposal revisions are requested, any revisions or non-compliance with terms and conditions submitted in the final proposal revision may not be subject to further discussion or negotiation and may render the offer unacceptable to the Government. This provision is not intended to restrict the Offeror's opportunity to revise figures, e.g., prices, discounts, or percentage rates. Rather, it is intended to preclude any misunderstandings by the Government that could result if new or revised terms and conditions submitted in the final proposal revision have not been fully disclosed, discussed, and understood during discussions or negotiations.

M-5 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. Offerors failure to complete or omission of required data for evaluation or award may make them ineligible for award evaluation and/or subsequent contract award.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990