

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1   70
2. CONTRACT NO.		3. SOLICITATION NO. W900KK23R0046	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY ARMY CONTRACTING COMMAND - ORLANDO ATTN: ALPHA DIVISION 12211 SCIENCE DRIVE ORLANDO FL 32826-3224			CODE W900KK	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE
TEL: FAX:					TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME RAFAEL A. MANZANO	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 407-208-5644	C. E-MAIL ADDRESS rafael.a.manzano2.civ@army.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:		(Signature of Contracting Officer)	

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

## Section A - Solicitation/Contract Form

A.1. Effort: BEST MAC [Bridge to Enduring Synthetic Training Environment (STE) Tactical Engagement Simulation Systems (TESS) Multiple-Award Contract]

### A.1.1. BEST-MAC Lot Structure:

A.1.1.1. Lot 1 - Modify existing TESS to extend product life and meet the Army's evolving requirements. The focus of Lot 1 is to provide Service Life Extension Programs (SLEP) to existing TESS.

A.1.1.2. Lot 2 - Procure new TESS, similar to existing TESS in the field today. Lot 2 will focus on Army Force Structure changes and modernization of the current TESS.

A.2. Total Estimated Not-to-Exceed Ceiling Amount for all contracts awarded under the BEST MAC Lot 1 & Lot 2 is \$669,533,454.00. Over the life of the contract, the cumulative total of all Delivery Orders (DOs) awarded will not exceed the ceiling amount without prior written approval of the Contracting Officer.

A.3. The contracts awarded from this solicitation W900KK-23-R-0046 will be Indefinite Delivery Indefinite Quantity (IDIQ) type contracts with a 10-years ordering period, as set forth in Section F. The Terms, Conditions, and Requirements herein apply to each Lot separately unless otherwise stated. All pricing will be specified in Section B of awarded DOs.

A.4. The guaranteed minimum amount for each IDIQ contract is \$2,000 and is applicable at time of initial award. To meet the guaranteed minimum at time of contract award, the Government will issue a DO to each awardee. If, during the IDIQ contract base 5-year ordering period, an awardee receives another DO, then the first (minimum guarantee) DO will be voided without payment. If a contract awardee never receives an additional DO, then at the end of the base 5-year ordering period, the Contractor may invoice against the minimum guarantee DO and the Government will disburse the full amount (\$2,000).

A.5. The Contract Line Item Number (CLIN) structure shall be established in Section B of each MAC and individual DOs issued. The BEST MAC will allow for Firm Fixed Price types of contracts, Cost Reimbursement types of contracts (Cost, Cost-Plus-Fixed-Fee, Time and Material, etc.), or any combination of these contract types. Each CLIN contract type will be approved in accordance with agency procedures.

A.5.1. The adequacy of a Contractor's Accounting System must be determined by the Contracting Officer prior to the award of any Cost type DO.

A.5.2. The use of Time and Material contract types must be justified and approved by the Contracting Officer prior to issuance of an individual DO Request for Proposal.

A.6. All CLIN unit quantities and pricing information provided in the resulting IDIQ contract are for administrative purposes only and may be adjusted throughout the life of the BEST MAC unilaterally by the Contracting Officer. Actual DOs CLIN pricing will be established at the time of DO award and will be reflected in each individual DO. DO requirements will be solicited based on the immediate needs of the Government during the ordering period.

Section B - Supplies or Services and Prices

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

Modify existing Tactical Engagement Simulation Systems (TESS) to extend product life and meet the Army's evolving requirements. Provide Service Life Extension Programs (SLEP) to existing TESS to ensure compatibility, commonality, and interoperability with current TESS and the platforms each system is required to support, throughout the acquisition life cycle.

Based on the immediate needs of the Government during the ordering period, Delivery Orders (DOs) will be issued for Hardware, Software [SW baseline and Live Training Engagement Composition (LTEC) updates], Installation & Fielding, Training, and data delivery. DO CLINs may be incorporated for Travel, CDRLs, Government Furnished Equipment (GFE), and Contractor Acquired Property (CAP), as required.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  
 FOB: Destination  
 PSC CD: 6910

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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BEST MAC Lot 2  
FFP

Procure new Tactical Engagement Simulation Systems (TESS) similar to existing TESS in the field today. Lot 2 will focus on Army Force Structure changes and modernization of the current TESS.

Based on the immediate needs of the Government during the ordering period, Delivery Orders (DOs) will be issued for Hardware, Software [SW baseline and Live Training Engagement Composition (LTEC) updates], Installation & Fielding, Training, and data delivery. DO CLINs may be incorporated for Travel, CDRLs, Government Furnished Equipment (GFE), and Contractor Acquired Property (CAP), as required.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: 6910

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BEST MAC Lot 1 – Option Period 1 FFP				
<p>If exercised by the Government, the Lot 1-Option 1 ordering period shall be for 36-months after the base ordering period. Individual DOs will specify their respective periods of performance.</p>					
<p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.                      FOB: Destination                      PSC CD: 6910</p>					
					<hr/> NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	BEST MAC Lot 1 – Option Period 2 FFP				
<p>If exercised by the Government, the Lot 1-Option 2 ordering period shall be for 24-months after the Lot 1-Option1 ordering period. Individual DOs will specify their respective periods of performance.</p>					
<p>NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.                      FOB: Destination                      PSC CD: 6910</p>					
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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BEST MAC Lot 2 – Option Period 1  
FFP

If exercised by the Government, the Lot 2-Option 1 ordering period shall be for 36-months after the base ordering period. Individual DOs will specify their respective periods of performance.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: 6910

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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BEST MAC Lot 2 – Option Period 2  
FFP

If exercised by the Government, the Lot 2-Option 2 ordering period shall be for 24-months after the Lot2-Option1 ordering period. Individual DOs will specify their respective periods of performance.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  
FOB: Destination  
PSC CD: 6910

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## Section C - Descriptions and Specifications

### C.1. PERFORMANCE WORK STATEMENT

The Performance Work Statement (PWS) for the BEST MAC is incorporated by reference at Section J as Attachment 1 with the same force and effect as if set forth in full text.

### C.2. ROLLING ADMISSIONS

C.2.1. The Government will conduct additional market research periodically after award of the BEST MAC to determine if the vendor pool is adequate to maximize practicable competition and provide adequate opportunities for business.

C.2.2. It is in the Government's best interest that there remain an adequate number of Contractors eligible to compete for BEST MAC DOs to meet the Government's requirements. Immediately following any loss of Lots 1 & 2 members, the BEST MAC Contracting Officer, in consultation with the Office of Small Business Programs, will determine whether or not, and to what extent, to execute an open season rolling admission to ensure fair opportunity is maintained. Considerations will include maintaining competition in the lots, time remaining in the ordering period, and work forecasted for the Lots.

C.2.3. The Government will also determine whether it would be in the Government's best interest to increase the number of Contractors eligible to compete for BEST MAC DOs to meet the Government's requirements.

C.2.4. The Government may initiate an open season to add additional Contractors to the BEST MAC at any time, subject to the following conditions.

C.2.4.1. An open season notice is published at SAM.gov in accordance with FAR Part 5, Publicizing Contract Action;

C.2.4.2. An open season solicitation is issued under current Federal procurement law;

C.2.4.3. The solicitation identifies the total anticipated number of new contracts that ACC-ORL intends to award;

C.2.4.4. Any Offeror that meets the eligibility requirements set forth in the open season solicitation may submit a proposal in response to the solicitation;

C.2.4.5. The award decision under the open season solicitation is based upon substantially the same evaluation Factors/Subfactors as the original BEST MAC solicitation;

C.2.4.6. An Offeror's proposal must meet all of the evaluation criteria of the original BEST MAC solicitation;

C.2.4.7. The terms and conditions of any resulting awards are materially identical to the existing version of the BEST MAC Pool under Lots 1 & 2; and,

C.2.4.8. The ordering period(s) described for any new awards shall coincide with the existing terms for all other Contractors, including option provisions, and shall end no later than 10-years from the BEST MAC award date.

C.2.5. Immediately upon admission, a Contractor is eligible to submit a proposal in response to any DO solicitation and receive DO awards with the same rights and obligations as any other Contractor.

C.2.6. Rolling Admissions are further described in the BEST MAC Ordering Procedures, incorporated by reference

at Section J as Attachment 2.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

Section F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE.

This Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Contract (MAC) contract includes a total potential ordering period of up to 10-years. The ordering period dates will be specified in the Ordering Clause 252-216-7006 at time of contract award. The period of performance/ordering period below may be adjusted depending on actual date of contract award; contract award is expected for fourth quarter, Government Fiscal Year 2024. The period of performance/ordering period for this contract shall be as follows:

F.1.1. BASE ORDERING PERIOD FOR LOT 1 AND LOT 2.

The ordering period shall be from the contract award date through 60 months. Individual Delivery Orders (DOs) will specify their respective periods of performance.

F.1.2. OPTION 1 ORDERING PERIOD FOR LOT 1 AND LOT 2.

If exercised by the Government, the Option 1 ordering period shall be for 36-months after the base ordering period. Individual DOs will specify their respective periods of performance.

F.1.3. OPTION 2 ORDERING PERIOD FOR LOT 1 AND LOT 2.

If exercised by the Government, the Option 2 ordering period shall be for 24-months after the Option 1 ordering period. Individual DOs will specify their respective periods of performance.

F.2. DELIVERY.

Unless specified otherwise by individual DOs, all items shall be delivered by the Contractor, F.O.B. Destination, all transportation charges prepaid, to the destinations specified and within the time periods specified in individual DOs. The term "delivery" means successful completion of all requirements set forth in the contract, to include manufacturing/installation, inspection and acceptance, as specified. Delivery is considered complete upon execution of an unconditional DD Form 250, Material Inspection and Receiving Report for items requiring submission of a DD Form 250 through the Wide Area Work Flow (WAWF) system, and/or upon receipt of a second endorsement acceptance by the Procuring Contracting Officer (PCO), or PCO designated representative [e.g., Contract Specialist (CS), Contracting Officer Representative (COR), Alternate Contracting Officer Representative (ACOR)].

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	60 mths. ADC		N/A FOB: Destination	
0002	60 mths. ADC		N/A FOB: Destination	
0003	36 mths. AOE		N/A FOB: Destination	

0004	24 mths. AOE	N/A FOB: Destination
0005	36 mths. AOE	N/A FOB: Destination
0006	24 mths. AOE	N/A FOB: Destination

## 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
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-14	Display of Hotline Poster(s)	NOV 2021
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Unique Entity Identifier	OCT 2016
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
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
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
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	DEC 2022
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	MAY 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018

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
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JUL 2021
52.211-5	Material Requirements	AUG 2000
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
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
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
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
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-27	Single or Multiple Awards	OCT 1995
52.217-4	Evaluation Of Options Exercised At The Time Of Contract Award	JUN 1988
52.217-5	Evaluation Of Options	JUL 1990
52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity-Separately Priced Line Item	MAR 1989
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
52.219-33	Nonmanufacturer Rule	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	DEC 2022
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
52.222-36	Equal Opportunity for Workers with Disabilities	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
52.222-50	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
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
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
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	MAY 2014
52.227-19	Commercial Computer Software License	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor-Hour Contracts	NOV 2021
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	NOV 2021
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	MAR 2023
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
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

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	JUN 2023
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-26	Reporting Nonconforming Items.	NOV 2021
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.248-1	Value Engineering	JUN 2020
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	JAN 2023
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	JAN 2023
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7006	Billing Instructions--Cost Vouchers	MAY 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	JUN 2023
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	JAN 2023
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	DEC 2022
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders	DEC 2022
252.219-7000	Advancing Small Business Growth	JUN 2023
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	DEC 2022
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
252.223-7998 (Dev)	Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION 2022-O0010)	SEP 2022
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
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
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7036 Alt I	Buy American--Free Trade Agreements--Balance of Payments Program (JAN 2023) Alternate I	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	JAN 2023
252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.227-7013	Rights in Technical Data--Other Than Commercial Products and Commercial Services	MAR 2023
252.227-7015	Technical Data--Commercial Products and Commercial Services	MAR 2023

252.227-7016	Rights in Bid or Proposal Information	JAN 2023
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2023
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2023
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2023
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020
252.235-7004	Protection of Human Subjects	JUL 2009
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 Products or Commercial Services	JAN 2023
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished 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
252.246-7001	Warranty Of Data	MAR 2014
252.246-7003	Notification of Potential Safety Issues	JAN 2023
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023
252.246-7008	Sources of Electronic Parts	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **contract award date through 120 months after the contract award date**.

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

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$80,000,000;

(2) Any order for a combination of items in excess of \$669,533,454; or

(3) A series of orders from the same ordering office within 120 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 36-months after the order issuance.

(End of Clause)

#### 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Mr. Michael W. Harris  
Executive Director/Senior Contracting Official  
U.S. Army Contracting Command-Orlando  
12211 Science Drive, Orlando, FL 32826  
Tel: 407-384-3688, Cell: 321-388-2161  
Email: Michael.W.Harris3.civ@army.mil

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

#### 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:

Mr. Roberto J. Gotay Garcia, Contracting Officer  
U.S. Army Contracting Command-Orlando (ACC-ORL)  
12211 Science Drive  
Orlando, FL 32826-3224  
Email: Roberto.J.GotayGarcia.civ@army.mil

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

Headquarters U.S. Army Materiel Command Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840  
Email: usarmy.redstone.usamc.mbx.protests@mail.mil

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

(End of Provision)

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

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

(End of Provision)

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

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

(End of Clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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. (Will be identified on each Delivery Order issued against the basic contract)

(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. (Will be identified on each Delivery Order issued against the basic contract)

(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 financing, submit a commercial financing request.

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

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

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

Routing Data Table\* (Will be identified on each Delivery Order issued against the basic contract)

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

(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. (Will be identified on each Delivery Order issued against the basic contract)

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

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

- Attachment 1 – BEST MAC Base Statement of Work (SOW)
- Attachment 2 – BEST MAC Ordering Procedures
- Attachment 3a – BEST MAC Lot 1 Contract Data
- Attachment 3b – BEST MAC Lot 2 Contract Data
- Attachment 4 – BEST MAC Past Performance Assessment Questionnaire (PPAQ)
- Attachment 5 – BEST MAC Industry Question/Comment Form
- Attachment 6 – LT2 Portal Access Information

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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333310.

(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, or 150 employees for information technology value-added resellers under NAICS code 541519, 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)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

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)

#### 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [ \_\_\_ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ \_\_\_ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ \_\_\_ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

\_\_\_ (1) The Offeror certifies that--

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

\_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless--

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

#### 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

(a) The term ``commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled ``Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that--

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that--

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either--

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

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

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

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

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

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake

activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(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
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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 located in the SAM database.

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(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 defense telecommunications equipment or services”.

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

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-- Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

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

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

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

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

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

(End of provision)

#### 252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

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

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at <https://picc.eb.mil/>, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at <https://www.sprs.csd.disa.mil/reference.htm>. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_DataEvaluationCriteria.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf).

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

#### 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DEC 2022)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 4874.

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror’s Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is

aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to 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 the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(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 the 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,

(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)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023)

(a) This provision implements 10 U.S.C. 4959.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at 13 CFR 121.201 and <https://www.sba.gov/document/support-table-size-standards>. The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest APEX Accelerator. APEX Accelerator locations are available at <https://www.apexaccelerators.us>.

(End of provision)

252.223-7997 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANOIC ACID —REPRESENTATION (DEVIATION 2022-00010) (SEP 2022)

(a) Effective April 1, 2023, in accordance with section 333 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283) the Department of Defense may not procure any covered items that contain perfluorooctane sulfonate (PFOS) or perfluorooctanoic acid (PFOA). A covered item is defined as:

- (1) Nonstick cookware or cooking utensils for use in galleys or dining facilities; and
- (2) Upholstered furniture, carpets, and rugs that have been treated with stain-resistant coatings.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer any covered items containing PFOS or PFOA.

(End of provision)

252.225-7053 REPRESENTATION REGARDING PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (AUG 2021)

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

Covered military installation means a military installation in Europe identified by DoD as a main operating base.

Furnished energy means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

Main operating base means a facility outside the United States and its territories with permanently stationed operating forces and robust infrastructure.

(b) Prohibition. In accordance with section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracts for the acquisition of furnished energy for a covered military installation shall not use any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation, unless a waiver is approved. The prohibition--

- (1) Applies to all forms of energy that are furnished to a covered military installation; and
- (2) Does not apply to energy converted by a third party into another form of energy and not directly delivered to a covered military installation.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror will not use or provide any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME  
(MAY 2022)

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

Agency or instrumentality of the government of Venezuela, business operations, government of Venezuela, and person have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror is a person that--

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.225-7057 PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE  
PEOPLE'S REPUBLIC OF CHINA (AUG 2022)

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

Covered contract and covered entity have the meaning given in the clause 252.225-7058, Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.

(b) Prohibition on award. In accordance with section 855 of the National Defense Authorization Act for Fiscal Year 2022 (Pub. L. 117-81, 10 U.S.C. 4651 note prec.), DoD may not award a contract to the Offeror if it is a covered entity and proposes to employ one or more individuals who will perform work in the People's Republic of China on a covered contract, unless the Offeror has disclosed its use of workforce and facilities in the People's Republic of China.

(c) Preaward disclosure requirement. At the time of submission of an offer for a covered contract, an Offeror that is a covered entity shall provide disclosures to include--

(1) The proposed use of workforce on a covered contract or subcontract, if the Offeror employs one or more individuals who perform work in the People's Republic of China;

- (2) The total number of such individuals who will perform work in the People's Republic of China; and
- (3) A description of the physical presence, including street address or addresses, in the People's Republic of China, where work on the covered contract will be performed.

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION - REPRESENTATION (JUN 2023)

- (a) Definitions. Forced labor and XUAR, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.
- (b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.
- (c) Representation. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS - REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)

(a) *Prohibition.* Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring -

- (1) An unmanned aircraft system (UAS), or any related services or equipment, that -
  - (i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
  - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
  - (iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or
  - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or
- (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-
  - (i) In the People's Republic of China; or
  - (ii) By an entity domiciled in the People's Republic of China.

(b) *Representations.* By submission of its offer, the Offeror represents that it will not provide or use -

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)

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

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation.* By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

252.232-7015 PERFORMANCE-BASED PAYMENTS--REPRESENTATION (DEC 2022)

(a) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(b) The Offeror represents that its financial statements are [ ] are not [ ] in compliance with Generally Accepted Accounting Principles.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-7 Alt I	System for Award Management-- Alternate I	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.214-34	Submission Of Offers In The English Language	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
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	Preadward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.215-7008	Only One Offer	DEC 2022
252.215-7009	Proposal Adequacy Checklist	MAR 2023
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020
252.239-7017 (Dev)	Notice of Supply Chain Risk (DEVIATION 2018-O0020)	DEC 2022

**L.1.0 INTRODUCTION**

The BEST MAC will contain two Lots: Lot 1 and Lot 2. Each Lot will be evaluated separately. Offerors can propose either Lot 1, Lot 2, or both.

Lot 1 - System Modification: Lot 1 is for the modification of existing TESS to extend product life and meet the Army's evolving requirements. The focus of Lot 1 is to provide Service Life Extension Programs (SLEP) to existing TESS. The scope of this Lot may include up to 210,000 systems over the 10-year life of the contract.

Lot 2 - Procurement/Production: Lot 2 is for the procurement of new TESS that are similar to currently fielded TESS. Lot 2 will focus on Army Force Structure changes and modernization of the current TESS. This Lot will also address modernization of current TESS through procurement instead of SLEP.

**L.1.1 GENERAL INFORMATION**

a. Proposals shall be compliant with the full solicitation requirements and instructions contained within this section. Offerors are required to comply with all requirements stated herein.

OFFERORS ARE HEREBY ON NOTICE THAT FAILURE TO SUBMIT ALL THE REQUIRED PROPOSAL INFORMATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) AS SPECIFIED IN THE SOLICITATION MAY CONSTITUTE A BASIS FOR THE GOVERNMENT TO REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE INELIGIBLE TO BE CONSIDERED FOR AWARD, AT THE SOLE DISCRETION OF THE PROCURING CONTRACTING OFFICER (PCO).

b. The primary North American Industry Classification System (NAICS) code for this solicitation is 333310, Other Commercial and Service Industry Machinery Manufacturing. The size standard for NAICS 333310 is 1,000 employees.

c. In accordance with FAR Subpart 52.215-1, Instructions to Offerors – Competitive Acquisition, the Government intends to make award without discussions. However, if the PCO determines that discussions are necessary, then discussions may be held with each Offeror in the competitive range IAW FAR 15.306(d) and 15.307(b). The decision to hold discussions is purely at the discretion of the PCO.

d. The Offerors shall ensure that each proposal volume submitted contains only the information relevant to that specific volume. The Offerors are cautioned that each volume of the proposal is evaluated standalone against the criteria set forth in Section M and the evaluators for one volume may be different than the evaluators of another volume. It is incumbent upon the Offerors to ensure they properly submit their proposals. If the data is not contained in the appropriate volume of the proposal, it will not be evaluated. For example, if Past Performance narratives are submitted under the Technical Volume rather than the volume specified, the proposal will be evaluated without considering the Past Performance narratives in the wrong Volume. The volumes will be evaluated in accordance with the Evaluation Criteria provided in M.

e. Any data previously submitted in response to another solicitation, whether submitted to the Program Executive Office for Simulation, Training and Instrumentation (PEO STRI), Army Contracting Command (ACC)-Orlando or another agency, should be assumed to be unavailable during this source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source.

f. Proposal shall not contain any classified information.

g. An Offeror's submission of a proposal in response to this solicitation constitutes approval for disclosure of proprietary information contained within the proposal to non-government participants involved in the source selection. If the contractor is not willing to provide this consent, written notification to the Procuring Contracting Officer (PCO) is required no later than 15 days prior to the proposal due date.

h. Alternate proposals are not acceptable.

i. The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this RFP.

j. All proposal information is subject to verification by the Government. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

k. Offerors are advised to register for an account in the LT2 portal to access necessary information for proposal preparation. A BEST MAC collaboration area has been established on the LT2 portal for supporting documentation. The LT2 portal is accessible at [www.lt2portal.mil](http://www.lt2portal.mil). Directions are provided in Section J, Attachment 6.

l. Should an Offeror indicate in its proposal that it cannot or will not meet any contract requirement; or include data which prompts the Government to question the Offeror's compliance with contract requirements, the Government may determine at its discretion that the Offeror's proposal is non-compliant and therefore ineligible for award.

m. The proposal shall be valid for 180 calendar days from date of initial proposal submission. The Offeror shall insert the validity date in Block 12 of the SF 33.

## **L.1.2 SOLICITATION QUESTIONS**

All questions regarding the RFP shall be submitted in writing to the Contract Specialist and PCO, via email at [rafael.a.manzano2.civ@army.mil](mailto:rafael.a.manzano2.civ@army.mil) and [roberto.j.gotaygarcia.civ@army.mil](mailto:roberto.j.gotaygarcia.civ@army.mil), within 15 calendar days after the RFP is published. Subject of the email shall state "Questions - RFP W900KK23R0046, BEST MAC." Offerors shall submit questions using RFP Section J, Attachment 5, Solicitation Question/Comment Form. No phone inquiries regarding the RFP will be received or acknowledged. Offerors will receive an acknowledgement of their question via response to the email submission. All inquiry items will be answered via an Amendment to the RFP/Solicitation and posted to SAM.gov website under the solicitation number. Answers will be posted without Offeror identification. The Government will not provide responses to questions that would reveal a potential Offeror's confidential business strategy, technical solution, or any information that is considered unique to a particular Offeror. Questions received after the deadline may not be answered. Questions shall not include proprietary data.

## L.2 PROPOSAL SUBMISSION REQUIREMENTS

### L.2.1 DELIVERY OF PROPOSALS

a. Proposals shall be submitted by email or through Department of Defense Secure Access File Exchange (DoD SAFE) at <https://safe.apps.mil/>

(1) Emails shall be submitted to Mr. Roberto J. Gotay Garcia, Contracting Officer, [roberto.j.gotaygarcia.civ@army.mil](mailto:roberto.j.gotaygarcia.civ@army.mil), AND Mr. Rafael A. Manzano, Contract Specialist, [rafael.a.manzano2.civ@army.mil](mailto:rafael.a.manzano2.civ@army.mil). The subject of each email shall be "W900KK23R0046– BEST MAC Proposal", Email XX of XXX. Emails shall be numbered to include total sent, for example "Email 2 of 6". Each attachment within an email shall be numbered to ensure all attachments are received, for example "Attachment 3 of 4".

(2) DoD SAFE:

i. CAC holders can access DoD SAFE at <https://safe.apps.mil/>. Recipients shall be Mr. Roberto J. Gotay Garcia, Contracting Officer, [roberto.j.gotaygarcia.civ@army.mil](mailto:roberto.j.gotaygarcia.civ@army.mil), AND Mr. Rafael A. Manzano, Contract Specialist, [rafael.a.manzano2.civ@army.mil](mailto:rafael.a.manzano2.civ@army.mil). The field titled Short Note to Recipient shall include "XXX – BEST MAC Proposal", Company Name, total number of documents attached, and POC name and email.

ii. Non-CAC holders that want to use DoD SAFE shall send an email to Mr. Roberto J. Gotay Garcia, Contracting Officer, [roberto.j.gotaygarcia.civ@army.mil](mailto:roberto.j.gotaygarcia.civ@army.mil), AND Mr. Rafael A. Manzano, Contract Specialist, [rafael.a.manzano2.civ@army.mil](mailto:rafael.a.manzano2.civ@army.mil) not later than three (3) working days prior to proposal due date. Email subject shall include "XXX – BEST MAC Proposal by DoD SAFE". Email shall contain company name, POC name and email, and request to send proposal through DoD SAFE. An automated email from DoD SAFE will then be sent to the POC containing instructions to upload files in a DoD SAFE package to be sent back to Contracting. DoD SAFE maximum package size is 25 files and eight (8) GB. All files must be sent by proposal due date and time.

### L.2.2 FORMAT

a. The Offeror must present its proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its paragraph number/letter is identical to the Proposal Instructions paragraph number to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. Any pages that are changed as a result proposal revisions due to discussions shall be of a different color and have changed information clearly marked by a vertical line in the right margin of the page. The revised pages shall be dated.

b. All files on each volume shall be directly supported by Microsoft Office (MS) 2016 and verified to be free of any virus or malware. Data submitted in spreadsheet/workbook format shall be readable by MS Excel 2016. All files

shall be clearly identified with a filename appropriate to the content. Please note, self-extracting ".exe" files are not acceptable.

c. The proposal shall use no smaller than industry standard word processor 12-point proportional font utilizing Arial font. Font size for tables and figures shall be no smaller than 8-point. Use at least 1-inch margins on the top, bottom, left, and right-side margins. Pages shall be numbered sequentially by volume and marked with the Offeror's name and any applicable data use restrictions as specified in FAR Subpart 52.215-1(e). **If there are more pages than specified above, the additional pages will be removed from the back of the particular volume and/or individual paper and will not be evaluated.**

### L.3 PROPOSAL VOLUMES

The proposal must consist of Volumes I through V, as follows:

The Offeror's proposal will be comprised a set of the following Volumes:

- Volume I: Executive Summary
- Volume II: Factor 1 - Technical
- Volume III: Factor 2 - Small Business Participation Plan
- Volume IV: Factor 3 – Past Performance
- Volume V: Contracting information

The titles and contents of the volumes and books shall be as defined in Table L.1 below:

**Table L.1. Volume Titles and Contents**

<b>VOLUME</b>	<b>VOLUME TITLE</b>	<b>PAGE LIMIT</b>
I	Executive Summary	3
II	Factor 1-Technical	60*
III	Factor 2-Small Business Participation	Unlimited
IV	Factor 3-Past Performance	20*
V	Contracting Information	Unlimited

**\* Letters of Consent and Commitment, Cure Notices, and Show Cause Letters are excluded from the page count.**

#### L.3.1 VOLUME I: EXECUTIVE SUMMARY

a. Offerors shall clearly identify whether they are proposing for the Lot 1 - System Modification or the Lot 2 - Procurement/Production. Offeror shall not include any technical information under this volume as it will not be considered by the Government.

b. If Offeror proposes for award under both Lots, then separate and clearly identified proposals must be submitted for each Lot.

##### L.3.1.1 OFFEROR SUMMARY TABLE

a. The Offeror shall complete a table similar to the one below and submit it within this volume. This table summarizes the Offeror, its subcontractors', and Joint Venture (JV) Team Members' roles and responsibility as well

as their work commitment. Subcontractors will not be evaluated. “Subcontractors” includes any entity other than a Prime Offeror or JV Team Member.

b. The Offeror shall provide a written explanation if multiple CAGE codes/DUNS are provided in the Table L.2 – Offeror Summary. The written explanation shall detail the distinct roles and responsibilities for entities with different CAGE codes/DUNS. The description shall include all changes in the organization as a result of a corporate acquisition, reorganization, merger, or other administrative reason.

**Table L.2. Offeror Summary**

<b>Offeror:</b>			
<b>Contractor Name</b>	<b>CAGE Codes / DUNS</b>	<b>Roles &amp; Responsibilities with Work Description</b>	<b>Estimated % of Work to be Performed</b>
<b>Estimated % of Work to be Performed (must add up to 100%)</b>			100%

**L.3.2 VOLUME II: FACTOR 1 – TECHNICAL**

a. Offeror shall complete and submit Attachment 3a Contract Data (Lot 1), or 3b Contract Data (Lot 2) for each contract that the Offeror submits for technical evaluation.

b. Offeror shall submit along with Attachment 3a, or Attachment 3b, the corresponding SOO/SOW/PWSs for each contract reference indicated in Table L.2, Relevant Contract Summary Offeror. Additionally, Offeror shall identify in the corresponding SOO/SOW/PWS the section or paragraph that addresses the experience identified by the Offeror in Block 13.

c.) Offeror shall only provide its Corporate Experience, which is the Experience gained through contracted work at the organization level. The Government will not consider the experience of individual employees or of team members as qualifying experience for a proposed Prime Contractor.

**L.3.2.1 LOT 1 – TECHNICAL SUBFACTORS**

For each contract reference provided via Attachment 3a, Offeror shall comply with the instructions that correspond to the Subfactor(s) that the Offeror's proposal relates to.

**a. SUBFACTOR 1.1: TESS PRODUCTS EXPERIENCE**

For each contract reference provided via Attachment 3a, Offeror shall describe the work under the contract that demonstrates Offeror's experience in the areas identified by the Offeror in Block 13a.

**b. SUBFACTOR 1.2: LT2 EXPERIENCE**

The Offeror shall describe the work under the contract that demonstrates Offeror's experience of the implementation LT2 and compliance with LT2 processes, and experience on configuration management on a LT2 type of product as identified in Block 13b.

c. SUBFACTOR 1.3: REVERSE ENGINEERING EXPERIENCE

The Offeror shall describe the work under the contract that demonstrates Offeror's experience to reverse engineer the TESS product(s) identified by the Offeror in Block 13c.

**L.3.2.2 LOT 2 – TECHNICAL SUBFACTORS**

For each contract reference provided via Attachment 3b, Offeror shall comply with the instructions that correspond to the Subfactors that the Offeror's proposal relates to.

a. SUBFACTOR 2.1: TESS PRODUCTS EXPERIENCE

Offeror shall describe the work under the contract that demonstrates Offeror's experience in the areas identified by the Offeror in Block 13a.

b. SUBFACTOR 2.2: LT2 EXPERIENCE

The Offeror shall describe the work under the contract that demonstrates Offeror's experience of the implementation LT2 and compliance with LT2 processes, and experience on configuration management on a LT2 type of product as identified in Block 13b.

c. SUBFACTOR 2.3: PRODUCTION EXPERIENCE

The Offeror shall provide evidence of experience on the production of at least 4,000 units per year of the TESS product identified by the Offeror in Block 13c.

**L.3.3 VOLUME III: SMALL BUSINESS PARTICIPATION PLAN**

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

L.3.3.1 Small Business Offerors.

Small Business Offerors shall only indicate in this Volume the following:

In accordance with 13 CFR § 125.3(g)(3) and FAR 15.305(a)(5), Small Business shall receive the rating of ACCEPTABLE, for the Small Business Participation evaluation factor, without having to submit any further information in connection with the Small Business Participation evaluation factor.

L.3.3.2 Large Business Offerors.

Large Business Offerors shall submit a Small Business Participation Volume, which shall be completely stand-alone, and not require any reference to another source, volume, or proposal. The information provided should be complete and accurate; all claims, approaches, and statements must be clearly articulated in their entirety within the proposal volume being submitted. The Small Business Participation Volume will be incorporated by attachment into any resulting contract award; however, any past performance related information (i.e., compliance with FAR 52.219-8 and 52.219-9 requirements) will not be included.

L.3.3.3 Large Business Offerors are required to submit a Small Business Participation Volume with a Small Business Participation Commitment Document that clearly demonstrates a viable plan for meeting or exceeding the small business participation requirement of no less than 26.0% of the Total Contract Value (cumulative of all delivery/task orders). The Small Business Participation Commitment Document shall delineate each 12-month period during the Ten (10) Year Ordering Period; Offerors must meet or exceed the small business participation

requirement of no less than 26.0% for each 12-month period during the Ten (10) Year Ordering Period. The Small Business Participation Commitment Document shall contain representation from Small Business, which are also comprised of Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone). For example, if the total amount of delivery/task orders awarded within a 12-month period have a funded value of \$1,000,000.00, the contractor should satisfy the 26.0% Small Business Participation requirement of at least \$260,000.00 over this 12-month period.

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

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

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

b. Total Contract Value: \$670,000,000.00

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

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

	Dollar Value	Percentage of Total Contract Value
Large:	\$	%
Small: (*See Note 01)	\$	%
Total:	\$670,000,000.00	100% (*See Note 02)

\*NOTE 01: Small includes: Small Business, Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone). Only include once, even if the business is certified in multiple small business categories.

\*NOTE 02: Include the Prime Offeror’s dollars and percentage(s). When combined, Large and Small Business totals must equal 100% of the Total Contract Value.

L.3.3.4 The Offeror shall populate the table below to identify all anticipated prime Offeror and subcontracted supplies/services. When combined, prime Offeror and anticipated subcontracted totals must equal 100% of the Total Contract Value. The sum of the Estimated Total Dollars for Each Service/Supply for the stated small business subcontractors should ultimately lead to achieving the Small Business Participation requirement of no less than 26.0% for each 12-month period during the Ten (10) Year Ordering Period. The Offeror shall create as many rows and tables as necessary to adequately identify all first-tier subcontractors for each 12-month period during the Ten (10) Year Ordering Period.

L.3.3.4.1 Pursuant to Section 8(d) of the Small Business Act, a subcontractor is considered a “small business” if it does not exceed the size standard for the North American Industry Classification System (NAICS) code that the prime Offeror determines for the services or supplies being acquired by the subcontract. It should be noted that the NAICS code determined for the subcontract may or may not be the same NAICS code as the one for prime Offeror’s contract with the Government.

L.3.3.4.2 The prime Offeror shall provide written representation (signed letter/memorandum) from each first-tier subcontractor listed as a small business in the table below, confirming their size status as a “small business”; the written representation shall be provided as part of the prime Offeror’s Small Business Participation Volume, and include the following:

- (1) Statement showing the NAICS code determined by the prime Offeror for the services or supplied being acquired by the subcontract and confirming the subcontractor does not exceed the size standard for the NAICS code;
- (2) Statement confirming that this certification is current, accurate, and complete;
- (3) Full company name, mailing address, and CAGE code of first-tier subcontractor; and
- (4) Dated and signed by a senior company representative of the first-tier subcontractor

L.3.3.4.3 In lieu of the written representation, the prime Offeror may instead provide the subcontractor’s System for Award Management (SAM) profile, with FAR 52.219-1 (Small Business Program Representations) expanded to display the full text of the clause, if the SAM profile includes the NAICS code determined by the prime Offeror for the services or supplied being acquired by the subcontract; and the subcontractor represents to the prime Offeror that the SAM profile is current, accurate and complete.

Ordering Period Year 01 (12-Month Period)

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

Ordering Period Year 02 (12-Month Period)

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

Ordering Period Year 03 (12-Month Period)

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

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

## Ordering Period Year 04 (12-Month Period)

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

## Ordering Period Year 05 (12-Month Period)

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

## Ordering Period Year 06 (12-Month Period)

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

## Ordering Period Year 07 (12-Month Period)

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

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Service or Supply	Description of Service or Supply	Estimated Total Dollars for Each Service/Supply
Small Business Subcontractor:				\$
Total:	N/A	N/A	N/A	\$

## Ordering Period Year 08 (12-Month Period)

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

## Ordering Period Year 09 (12-Month Period)

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

## Ordering Period Year 10 (12-Month Period)

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

## L.3.3.5 Complexity and Variety of Small Business Work

The Offeror shall provide a description of the specific services/supplies, as well as the complexity, of the subcontracted work that will be performed by each small business firm, as defined by FAR Part 19. The description shall also describe how the subcontracted work relates to the key aspects of the Performance Work Statement (PWS)/Statement of Work (SOW)/Specification associated with this RFP. Complexity is defined as the level of involvement for performance of functions provided by the small business firms.

## L.3.3.6 Role of Small Business Firms and Processes

The Offeror shall provide an explanation of their process for identifying [e.g., searching SBA's Dynamic Small Business Search (DSBS) database, attending small business trade fairs/conferences, obtaining source lists from

small business trade associations, etc.], competing [e.g., restricting competition for subcontract solicitations to only small businesses, posting subcontract solicitations in dedicated portal to provide small businesses access to subcontracting opportunities, etc.] and selecting [e.g., structuring subcontract solicitations with clear evaluation and selection criteria, offering debriefs to unsuccessful small business Offerors, etc.] small business firms, as defined in FAR Part 19, for subcontracted work in order to meet or exceed the Small Business Participation requirements.

#### L.3.3.7 Commitment to Use Small Business Firms

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

#### L.3.3.8 Compliance with FAR 52.219-8 Requirements

a. Offerors shall submit evidence of compliance with FAR clause 52.219-8, entitled "Utilization of Small Business Concerns," for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. Relevancy is defined as efforts of the same scope of the PWS/SOW/Specification associated with this RFP; the Offeror shall provide sufficient details to allow the Government to determine if each Federal Government contract is relevant to the scope of the PWS/SOW/Specification associated with this RFP.

b. Evidence of compliance includes, but is not limited to, the following:

- Identification of small business firms previously utilized, with a description of the specific services/supplies provided by those small business firms, and a description of the complexity of the work performed by the small business firms.
- Reporting of small business performance in Contractor Performance Assessment Reporting System (CPARS).
- History of prompt payments to small business firms.

c. Any information concerning long-term relationships with small business subcontractors (e.g., Mentor-Protégé relationships), supporting the Offeror's past utilization of small business firms under no more than five (5) separate relevant Federal Government contracts, should be reported.

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

e. Offerors consisting of a Joint Venture (JV) shall satisfy the above requirements by submitting the information of the managing partner of the Joint Venture (JV).

#### L.3.3.9 Compliance with FAR 52.219-9 Requirements

a. Offerors shall provide evidence of compliance with the requirements of FAR clause 52.219-9, entitled "Small Business Subcontracting Plan," for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts; the same relevant Federal Government contracts identified under Section L.4.4.8 (Compliance with FAR 52.219-8 Requirements) shall also be referenced within this section. Relevancy is defined as efforts of the same scope of the PWS/SOW/Specification associated with this RFP; the Offeror shall provide sufficient details to allow the Government to determine if each Federal Government contract is relevant to the scope of the PWS/SOW/Specification associated with this RFP.

b. Evidence of FAR 52.219-9 compliance includes, but is not limited to, submission of copies of all the applicable mid-year (period ending 31 March) and year-end (period ending 30 September) Individual Subcontracting Report (ISR), from the Electronic Subcontracting Reporting System (eSRS), for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts.

Offerors who are participants in the DoD Test Program for Comprehensive Small Business Subcontracting Plan shall submit a copy of the applicable DCMA Form 640, “DCMA Small Business Subcontracting Program Compliance Review,” for the past three (3) calendar years, from the release date of this solicitation; the DCMA Form 640 must include all pages showing the details of the review and include both DCMA signatures on the final page of the document. Offerors who are NOT participants in the DoD Test Program for Comprehensive Subcontracting Plan may also submit a copy of applicable DCMA Form 640, for the past three (3) calendar years, from the release date of this solicitation; the DCMA Form 640 must include all pages showing the details of the review and include both DCMA signatures on the final page of the document. Offerors that have never held a contract incorporating FAR 52.219-9 shall so state.

c. Evidence of FAR 52.219-9 compliance includes, but is not limited to, submission of copies of Contractor Performance Assessment Reporting System (CPARS) reports where “Small Business Subcontracting” was evaluated, for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts; the same relevant Federal Government contracts identified under Section L.4.4.8 (Compliance with FAR 52.219-8 Requirements) shall also be referenced within this section. Offerors that have never held a contract incorporating FAR 52.219-9 shall so state.

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

e. Offerors not having relevant Federal Government contracts for the past three (3) calendar years, from the release date of this solicitation, that are members of a Joint Venture (JV), can satisfy the requirements to provide proof of compliance with FAR 52.219-9 by submitting ISR or CPARS documentation from the managing partner of the Joint Venture (JV).

### **L.3.4 VOLUME IV: FACTOR 3 – PAST PERFORMANCE**

This volume shall contain **recent** Past Performance information that is **relevant in scope** to the appropriate BEST MAC Lot 1 or Lot 2. Relevant scope is defined under Section M, Paragraph M.3.3 (c). Offerors shall submit a list of no more than five (5) contracts on which the Offeror served as either the prime, as a subcontractor, or as part of a Joint Venture, in performance and/or completed during the past ten (10) years from the issue date of this solicitation.

L.3.4.1 This volume shall be organized into the following sections:

Section 1 – Contract Description. This section shall include the following information in the following format.

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

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

(c) Government’s technical representative/Contracting Officer’s Representative and current email address, telephone and fax numbers.

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

- (e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.
- (f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.
- (g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- (h) Awarded price/cost
- (i) Final or projected final price/cost.
- (j) Original delivery schedule, including dates of start and completion or work.
- (k) Final or projected final, delivery schedule, including dates of start and completion of work.

Section 2 – Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP in terms of scope, magnitude, and complexity. Merely stating that the submitted effort is relevant in scope, magnitude, or complexity may deem the submitted contract as not relevant a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

L.3.4.2 Past Performance Questionnaire. For all contracts identified in Section 1, Contract Descriptions, a Past Performance Assessment Questionnaire (Section J, Attachment 4) must be completed and submitted. The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POC for the Government contracting activity and the technical representative shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to rafael.a.manzano2.civ@army.mil. The Offeror shall submit within Volume IV (Past Performance) a list of all the POCs who were sent a questionnaire. The POC List shall be submitted in Word for Windows Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).

L.3.4.3 Submissions. Offerors are discouraged from providing points of contact with another contractors' facility, i.e., in case an Offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

L.3.4.4 The Government will use information submitted by the Offeror and is free to use other sources such as other Federal Government offices, databases, and commercial sources, to assess past performance. Offerors are strongly cautioned that if the Government is unable to contact past performance references directly associated to any survey;

or in the case past performance information is not entered into the Contractor Performance Assessment Reporting System (CPARS) database; or if no record of past performance is available for the project, the Offeror will not be evaluated favorably or unfavorably but will be rated as neutral confidence on past performance for that project.

L.3.4.5 If the Government identifies any recent, relevant contracts not included in the Offeror's Past Performance volume, the Government reserves the right to include Past Performance information from those contracts in its evaluation.

### **L.3.5 VOLUME VI: CONTRACTING INFORMATION**

Offerors shall provide a summary sheet comprised of the information listed below for the entities identified in Volume I, Table L.2 - Offeror Summary.

- 1) Business Name;
- 2) Address;
- 3) Principal point of contact for this RFP (Name, title, phone number, email);
- 4) Secondary point of contact for this RFP (Name, title, phone number, email);
- 5) Individuals authorized to negotiate with the Government and contractually bind the Offeror (Name, title, phone number, email);
- 6) Establishment Taxpayer Identification Number (TIN);
- 7) TIN of Parent Corporation (if applicable);
- 8) DUNS;
- 9) CAGE code; and
- 10) Business size for this effort (large or small).

#### **L.3.5.1 Contractor's Authorized Contract Coordinator and Technical Liaison**

The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract Administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR**

NAME:

PHONE (BUS):

PHONE (AFTER HOURS):

**ALTERNATE**

NAME:

PHONE (BUS):

PHONE (AFTER HOURS):

The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

#### **L.3.5.2 Joint Ventures**

If proposing as a Joint Venture, the Offeror shall provide copies of any approved Joint Venture agreements or Joint Venture agreements submissions not yet approved. Additionally, the Offeror shall clearly indicate if it is proposing as a Populated or Unpopulated Joint Venture, as defined in 13 CFR 124.513. L.4.6.2.3. Government Agency Information: Provide the mailing address, telephone, fax numbers, email address, and facility codes for the Offeror's local Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and

Government Paying Office. In addition, provide the name, telephone number, fax number, and email address for the Administrative Contracting Officer (ACO) at DCMA.

#### L.3.5.3 Standard Form 33

The Offeror shall provide a completed and signed SF33. Any amendments to the solicitation shall be acknowledged and accepted. Exceptions, deviations, and waivers to the solicitation will not be accepted with the proposal. If an Offeror has any issues with the terms and conditions of the solicitation, they shall notify the PCO well in advance of the proposal due date.

#### L.3.5.4 Representations, Certification and Other Statements of Offerors

Offeror shall provide a complete copy of all certifications from System for Award Management (SAM) and all additional certifications found in Section K of the RFP. Negative responses are required. If utilizing SAM, Offerors are reminded to complete all certifications annotated in SAM for completion based on individual acquisitions prior to proposal submission. Offerors shall provide the certification at DFARS 252.227-7017 and 252.227-7028, Identification and Assertion of Use, Release or Disclosure Restrictions as it applies to the basic ID/IQ contract and Delivery Orders 0001, 0002, and 0003. Contractor's asserting that any product is a commercial product must ensure that the product is a commercial item as defined in FAR 2.101 and provide evidence that the commercial item has been purchased by the general public or non-governmental entities for purposes other than governmental. This evidence may be in the form of Purchase Orders, Contracts, or the equivalent.

#### L.3.5.5 Offeror Representatives and Information

The Offeror shall provide the name, title, phone number, and e-mail address of the Offeror's primary point of contact for the solicitation. Also identify those individuals authorized to negotiate with the Government and contractually bind the Offeror. The Offeror shall provide their Taxpayer Identification Number (TIN), Data Universal Numbering System (DUNS), and Commercial and Government Entity (CAGE) code.

#### L.3.5.6 Accounting System Compliances

The Offeror shall submit contact information (name, telephone number and email address) for their cognizant DCMA Administrative Contracting Officer (ACO) and cognizant DCAA supervisory auditor. If the Offeror is not assigned to DCMA for contract administration or is not assigned to DCAA for contract audit, the Offeror will identify their cognizant federal agency or agencies (and include the individual contact information). The Offeror shall submit a copy of the most recent ACO letter regarding the status of their accounting system. If that letter is more than a year old and the Offeror has a more current DCAA audit report commenting on the status of their accounting system, a copy of that report will also be submitted. If the Offeror's accounting system was disapproved or deemed to be not adequate, the Offeror will identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the Offeror's accounting system has never been audited by their cognizant federal audit agency, the Offeror will so state.

If the Offeror does not have an approved accounting system, the Offeror shall complete an SF1408 - Pre-award Survey of Prospective Contractor Accounting System Checklist and return the documentation as part of the Cost/Price Volume of the proposal. (1. Mark "X" in the appropriate column; 2. On Page 2 provide a narrative describing how the current accounting system supports your response to each item.)

Please note while an approved accounting system is not required at the time of proposal submission, it is required at time of contract award. If an otherwise successful Offeror does not have an approved accounting system at the time of award will be removed.

#### L.3.5.7 Small Business Subcontracting Plan (Large Business Offerors Only)

a. Large Business Offerors shall provide an Individual Small Business Subcontracting Plan meeting the requirements of FAR clause 52.219-9, DFARS clause 252.219-7003, and AFARS Appendix DD (Subcontracting Plan Evaluation Guide). In accordance with DFARS 215.304(c)(i)(C), Offerors shall ensure their Individual Small Business Subcontracting Plan includes the named small business firms listed in the Small Business Participation Commitment Document within the Small Business Participation Volume, and used towards meeting the small business participation requirement for this solicitation. Offerors shall also ensure their Individual Small Business Subcontracting Plan includes the following requirement from AFARS Appendix DD: "A policy statement or evidence of internal guidance to company buyers that commits to complying with the Small Business Act (Public Law 99-661, Section 1207, and Public Law 100- 180)." In accordance with DFARS clause 252.219-7004, Large Business Offerors who are participants in the DoD Test Program for Comprehensive Small Business Subcontracting Plan, are only required to submit the current version of their DoD Comprehensive Subcontracting Plan, signed by both company officials and DCMA. The Small Business Subcontracting Plan shall be provided as part of Volume IV.

b. The Small Business Subcontracting Plan is NOT a requirement for evaluation in source selection, but rather a requirement for contract award to a Large Business Offeror. Individual Small Business Subcontracting Plan submissions shall include goals calculated as a percentage of total contract dollars, in addition to the goals established as a percentage of total subcontract dollars. Furthermore, the Individual Small Business Subcontracting Plan submissions shall reflect and be consistent with the percentage and dollar value proposed for the small business participation requirement stipulated in the Offeror's proposed Small Business Participation Commitment Document within the Small Business Participation Volume. If during the responsibility determination, prior to award, the Government has questions regarding the potential awardee's Small Business Subcontracting Plan, the communications and questions are NOT considered a part of "Discussions," as defined in FAR 15.306, Exchanges with Offerors After Receipt of Proposals. Failure to submit and resolve differences between the Offeror's proposed Small Business Participation Volume and the Offeror's Small Business Subcontracting Plan may result in the Offeror's proposal being determined non-compliant and ineligible for award. Once determined "ACCEPTABLE," the awardee's Small Business Subcontracting Plan will be incorporated and made a material part of the resultant contract award.

#### L.3.5.8 Statement of Compliance

Offeror shall include a statement indicating complete compliance with the solicitation or detailed analysis of any objections, exceptions, contingencies, or additions. Any objection, exception, contingency, or addition shall be cross-referenced to the applicable solicitation paragraph(s). As part of this letter, an authorized official shall sign certifying the following: "Regardless of the involvement in evaluations, all requirements of the Base and Delivery/Task Order SOWs/PWSs will be met".

#### L.3.5.9 Property Management Plan

In accordance with Federal Acquisition Regulation (FAR) Clause 52.245-1, Government Property, the contractor shall provide the Government with a property plan as required. The plan shall be implemented at the order, program, site, or entity level to enable the following. The plan shall include the following (not all inclusive list) and shall delineate and provide the rationale for how the contractor will manage the property. Failure to submit will result in evaluation delays and award schedule.

- 1) Acquisition of property documentation;
- 2) Receipt of Government property;
- 3) Government-furnished property;
- 4) Contractor-acquired property;

- 5)Records of Government property;
- 6)Use of a Receipt and Issue System for Government material;
- 7)Physical inventory.

The Contractor shall abide by any and all other requirements of FAR Clause 52.245-1. A Property Management Plan for Government property will be required at the order level as applicable. Each Offeror shall submit a Property Management Plan for Each Lot in accordance with the above.

## Section M - Evaluation Factors for Award

### M.1.0 BASIC FOR AWARD

- a. This solicitation is for the award of the BEST MAC. The BEST MAC will contain two (2) Lots: Lot 1 and Lot 2. Each Lot will be evaluated separately. Offerors can propose either Lot or both Lots.
- b. Multiple awards shall be made as a result of this RFP in each lot. In accordance with FAR 15.304(c)(1)(ii), which permits MACs to exclude price/cost as an evaluation factor under certain conditions, the Government intends to make a MAC award to each qualifying Offeror who is a responsible source and submits an acceptable proposal that conforms to the requirements of this solicitation. For the purposes of this RFP, an acceptable proposal is a proposal that is rated Acceptable under the Technical Factor, the Small Business Participation Factor, and the Past Performance Factor. Ratings and descriptions outlined in Table M-1.
- c. The Government intends to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications as described in FAR 15.306. The Government reserves the right to conduct discussions in accordance with FAR 15.306, if determined necessary.
- d. To be eligible for a future BEST MAC Lot 1 or Lot 2 Delivery Order award, the Offeror must be a BEST MAC awardee for the respective Lot.
- e. Since the solicitation will result in the award of two separate Lots, any protest, pre- or post-award, by an unsuccessful Offeror shall be deemed to apply to the Lot (1, 2 or both), and resulting contract if post-award, for which the Offeror submitted a proposal. Accordingly, an Offeror will not be an interested party for the Lot for which the Offeror has not submitted a proposal.

### M.2.0 EVALUATION FACTORS

This is a FAR Part 15 competitive acquisition for a multiple award ID/IQ contract, utilizing the Acceptable/Unacceptable rating scheme. The following evaluation factors and subfactors will be used to evaluate each proposal:

#### Factor 1 - Technical Lot 1

- Subfactor 1.1 - TESS Products Experience
- Subfactor 1.2 - LT2 Experience
- Subfactor 1.3 - Reverse Engineering Experience

#### Factor 1 - Technical Lot 2

- Subfactor 2.1 - TESS Products Experience
- Subfactor 2.2 - LT2 Experience
- Subfactor 2.3 - Production Experience

#### Factor 2 - Small Business Participation

#### Factor 3 - Past Performance

Offerors must receive a rating of "Acceptable" Factor 1, Factor 2, and Factor 3 to be considered for award. Ratings and descriptions outlined in Table M-1.

### Table M-1. Technical Acceptable/Unacceptable Rating Method

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

### M.3.0 EVALUATION APPROACH

#### M.3.1 FACTOR 1 - TECHNICAL

For the Technical factor, a Technical Rating of “Acceptable” or “Unacceptable” will be assigned to each Offeror based on the evaluation criteria of the corresponding Lot for which the Offeror submits its proposal. Only the Technical Rating definitions of Acceptable and Unacceptable will be used to relate the results of the evaluation. Factor. Ratings and descriptions outlined in Table M-1.

##### M.3.1.2 LOT 1 - TECHNICAL FACTOR

In order to receive an Acceptable rating for the technical factor for LOT 1, Offeror must receive an “Acceptable” rating under **at least One (1)** of the subfactors listed below for LOT 1(subfactor 1.1, 1.2, or 1.3).

##### Subfactor 1.1 - TESS Products Experience

To receive an Acceptable rating Offeror proposal shall demonstrate experience, within 10 years before solicitation release date, in designing, developing, fabricating, integrating, testing, validating, delivering, installing, refreshing, refurbishing, redesigning, OR replacing at least one of the following TESS products: BDM, AT4, RPG, IWS, TVS, VTESS, UCD, or SAT.

##### Subfactor 1.2 - LT2 Experience

To receive an Acceptable rating Offeror proposal shall demonstrate experience, within 10 years before solicitation release date, in LT2 processes and configuration management on a LT2 type of product.

##### Subfactor 1.3 - Reverse Engineering Experience

To receive an Acceptable rating Offeror proposal shall demonstrate experience, within 10 years before solicitation release date, in reverse engineering of at least one TESS products like BDM, AT4, RPG, IWS, TVS, VTESS, UCD, or SAT.

##### M.3.1.3 LOT 2 - TECHNICAL FACTOR

In order to receive an Acceptable rating for the technical factor for LOT 2, Offeror must receive an “Acceptable” rating under Subfactor 2.1 **OR** under Subfactor 2.2, **AND** “Acceptable” rating under subfactor 2.3 Production Experience.

##### Subfactor 2.1 - TESS Products Experience

To receive an Acceptable rating Offeror proposal shall demonstrate experience, within 10 years before solicitation release date, in designing, developing, fabricating, integrating, testing, validating, delivering, installing, refreshing, refurbishing, redesigning, and/or replacing at least one of the following TESS products: BDM, AT4, RPG, IWS, TVS, VTESS, UCD, or SAT.

##### Subfactor 2.2 - LT2 Experience

To receive an Acceptable rating Offeror proposal shall demonstrate experience, within 10 years before solicitation release date, in LT2 processes and configuration management on a LT2 type of product.

##### Subfactor 2.3 - Production Experience

Offeror shall demonstrate experience, within 10 years before solicitation release date, on large scale production of a TESS product. Large scale production is defined as the production of at least 4,000 units per year of any TESS product.

### M.3.2 FACTOR 2 - SMALL BUSINESS PARTICIPATION

M.3.2.1 The Government will evaluate a Small Business Participation as acceptable/unacceptable. Ratings described below (Table M.1) shall be used for the Small Business Participation evaluation.

**Table M-2. Small Business Participation Ratings**

<b>Rating</b>	<b>Description</b>
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

Small Business Offerors in accordance with 13 CFR § 125.3(g)(3) and FAR 15.305(a)(5), shall receive the rating of ACCEPTABLE, for the Small Business Participation evaluation factor, without having to submit any further information in connection with the Small Business Participation evaluation factor.

M.3.2.2 Large Business Offerors will be evaluated for whether the Offeror meets or exceeds the Small Business Participation requirement of no less than **26.0%** of the Total Contract Value (cumulative of all delivery/task orders) in each 12-month period during the Ten (10) Year Ordering Period, with representation from Small Business, which are also comprised of Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone). Proposals not meeting the Small Business Participation requirement of no less than **26.0%** may be considered ineligible for award.

#### M.3.2.3 Small Business Participation Commitment Document

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

#### M.3.2.4 Complexity and Variety of Small Business Work

The Government will evaluate the complexity and variety of the subcontracted work assigned to small business firms, as defined by FAR Part 19; increased complexity and variety that supports the growth of the small business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

#### M.3.2.5 Role of Small Business Firms and Processes

The Government will evaluate the Offeror’s process for identifying, competing, and selecting small business firms, as defined in FAR Part 19, for subcontracted work, in order to meet or exceed the Small Business Participation requirements. Detailed processes focused on increasing Small Business Participation will be weighted more heavily than generic or non-existent ones.

#### M.3.2.6 Commitments to Use Small Business Firms

The Government will evaluate the documentation regarding individual and enforceable commitments (i.e., signed letter of intent or teaming agreement signed by both parties) to utilize small business firms, as defined in FAR Part 19, for subcontracted work, in order to meet or exceed the Small Business Participation requirements. For evaluation purposes, an unsigned letter of intent or teaming agreement shall be treated as non-enforceable/non-binding documentation.

**M.3.2.7 Compliance with FAR 52.219-8 Requirements**

The Government will evaluate compliance with FAR clause 52.219-8, entitled “Utilization of Small Business Concerns,” for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. If an Offeror states in their proposal that they have no prior performance supporting contracts with FAR 52.219-8 requirements, the Offeror will not be evaluated favorably or unfavorably.

**M.3.2.8 Compliance with FAR 52.219-9 Requirements**

The Government will evaluate compliance with the requirements of FAR clause 52.219-9, entitled “Small Business Subcontracting Plan,” for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. If an Offeror states in their proposal that they have no prior performance supporting contracts with FAR 52.219-9 requirements, the Offeror will not be evaluated favorably or unfavorably.

**M.3.3 FACTOR 3 - PAST PERFORMANCE**

a. The Government will evaluate the Offeror’s past performance to assess the Offeror’s probability of meeting the solicitation requirements. The past performance evaluation considers the Offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the contract’s requirements. In accordance with FAR 15.305(a)(2), the recency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance will be considered. Past performance will be rated on an acceptable or unacceptable basis using the ratings in Table M.2.

NOTE: Offeror refers to the proposed prime contractor, joint venture entity, affiliate/subsidiary/parent company.

**Table M-3. Past Performance Acceptable/Unacceptable Rating Method**

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

b. The Government will evaluate how well an Offeror has performed similar work before. The relevancy of the information, source of the information, context of the data, and general trends in contractor’s performance will be considered. However, only performance on Recent and Relevant contracts will be considered in the evaluation.

c. There are three aspects to the past performance evaluation, which the Government will evaluate in the following order:

- 1) Recency
- 2) Relevancy (including context of data), and
- 3) Quality (including general trends in contractor performance and source of information).

**Recency.** Recency is the time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. Past Performance within five (5) years prior to the solicitation release date will be considered recent past performance for the purposes of this solicitation.

**Relevancy.** The Government will assess for relevant past performance in terms of scope.

For LOT 1, relevant in scope means contracts to modify an existing TESS product to extend product life and meet the Army's evolving requirements.

For LOT 2, relevant in scope means contracts for the development and production of TESS similar to the TESS products in the field today.

Quality. The Quality of Products or Services is the third aspect of the past performance evaluation and is done to establish the overall quality of the Offeror's past performance. The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. The Government will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the Offeror's rating.

d. When assessing past performance, the Government will focus its inquiry on the past performance of the Offeror (prime/joint venture partners) as it relates to the solicitation requirements. These requirements include all aspects of schedule and performance, including the Offeror's record of: 1) Quality; 2) Schedule; 3) Management; and 4) Small Business Subcontracting.

e. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will not be evaluated favorably or unfavorably on past performance. The Offeror shall be determined to have unknown or neutral past performance. An unknown or neutral rating shall be considered "Acceptable".

f. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available.

g. Offerors may provide information on problems encountered on the contracts identified in their past performance submissions and the Offerors' corrective actions (FAR 15.305). In accordance with FAR 15.306, the Offeror may be given the opportunity to discuss adverse past performance information obtained from any questionnaire if they have not previously responded through Contractor Performance Assessment Reporting System (CPARS) or similar system. However, the names of individuals providing the information shall not be disclosed. Adverse past performance is defined as past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as Federal Awardee Performance and Integrity Information System (FAPIIS). Any such exchanges are Clarifications, and do not constitute discussions.