

<b>SOLICITATION, OFFER AND AWARD</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA7	<b>Page</b> 1	<b>of</b> 98	<b>Pages</b>
<b>2. Contract Number</b>	<b>3. Solicitation Number</b> W909MY-23-R-0002	<b>4. Type of Solicitation</b> <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		<b>5. Date Issued</b> 2022DEC12	<b>6. Requisition/Purchase Number</b> SEE SCHEDULE		
<b>7. Issued By</b> ARMY CONTRACTING CMD-APG CCAP-CCV-B 10205 BURBECK RD  FORT BELVOIR, VA 22060-5811		<b>Code</b> W909MY	<b>8. Address Offer To (If Other Than Item 7)</b>				

**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 \_\_\_\_\_ (hour) local time 2023JAN19 (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.**

<b>10. For Information Call:</b>	<b>A. Name</b> BRIAN K PETCHEL	<b>B. Telephone (No Collect Calls)</b>			<b>C. E-mail Address</b> BRIAN.K.PETCHEL.CIV@ARMY.MIL
		<b>Area Code</b> (703)	<b>Number</b> 704-1275	<b>Ext.</b>	

**11. Table Of Contents**

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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.**

<b>13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)</b>	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</b>	<b>Amendment No.</b>	<b>Date</b>	<b>Amendment No.</b>	<b>Date</b>

<b>15A. Name and Address of Offeror</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
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<b>15B. Telephone Number</b>	<b>15C. Check if Remittance Address is</b>	<b>17. Signature</b>	<b>18. Offer Date</b>
<b>Area Code</b> <b>Number</b> <b>Ext.</b>	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>
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<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	<b>23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)</b>	<b>Item</b> 25
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<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	<b>Code</b>
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<b>26. Name of Contracting Officer (Type or Print)</b>	<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIAN K PETCHEL  
Buyer Office Symbol/Telephone Number: CCAP-CCV-B/(703)704-1275  
Type of Contract 1: Firm Fixed Price  
Type of Contract 2: Cost No Fee  
Kind of Contract: Service Contracts

\*\*\* End of Narrative A0000 \*\*\*

**1. Description:**

Automated Installation Entry (AIE) is the Department of the Armys (DoA) enterprise Installation electronic Physical Access Control system (ePACS) for authenticating personnel against multiple authoritative State and Federal databases. Its an interoperable integrated Commercial-Off-The-Shelf (COTS) capability that supports standardization and automation of Installation Access Control Point (IACP) operations generating efficiencies across the Army Security Enterprise.

**2. Delivery Schedule:**

The resulting contract shall be Indefinite Delivery Indefinite Quantity (IDIQ) contract with an ordering period of six (6) years if all options are exercised. An extension to the contract may be executed pursuant to FAR.217-8 that may provide an additional 6 month ordering period.

**3. Type of Contract:**

A Firm Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) contract with a two (2) year base ordering period with four (4) one (1) year option ordering periods. The total ceiling for this contract is \$293,827,935.

**4. Format of the Contract:**

This contract includes IDIQ FFP type CLINS. The Contractor shall complete all work as specified in each delivery order within the timeframe set forth in that delivery order.

**5. Delivery Orders:**

Delivery Orders (DO) will be issued for each requirement. Funding and shipping information will be provided on each DO.

**6. Source Selection Methodology:**

The Government intends to award a single award IDIQ under Full and Open competition, IAW FAR 15.101-1, Best Value Tradeoff.

**7. Solicitation Questions:**

All questions regarding this solicitation should be submitted no later than Monday 19 December 2022 by noon EST. All questions shall be submitted to the Contracting Officer, Danny Lester, at danny.w.lester.civ@army.mil and the Contract Specialist, Brian Petchel, at brian.k.petchel.civ@army.mil.

\*\*\* END OF NARRATIVE A0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SITE SURVEY / DESIGN - SMALL SITE</u></p> <p>COMMODITY NAME: SS/D-SMALL  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall conduct Site Survey and Design in accordance with the Statement of Work (SOW) and Contract Data Requirement List (CDRLs) A008, A009, and A010. The unit of measure "Each" refers to one site with 1-3 Access Control Points (ACPs) and 1-9 Vehicle Lanes.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0002	<p><u>SITE SURVEY / DESIGN - MEDIUM SITE</u></p> <p>COMMODITY NAME: SS/D-MEDIUM  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall conduct Site Survey and Design in accordance with the Statement of Work (SOW) and Contract Data Requirement List (CDRLs) A008, A009, and A010. The unit of measure "Each" refers to one site with 3-7 ACPs and 10-18 Vehicle Lanes.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>SITE SURVEY / DESIGN - LARGE SITE</u></p> <p>COMMODITY NAME: SS/D-LARGE  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The contractor shall conduct Site Survey and Design in accordance with the Statement of Work (SOW) and Contract Data Requirement List (CDRLs) A008, A009, and A010. The unit of measure "Each" refers to one site with 6-10 ACPs and 19-30 Vehicle Lanes.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>SITE SURVEY / DESIGN - XLARGE SITE</u></p>			<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>
0004	<p><u>SITE SURVEY / DESIGN - XLARGE SITE</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>COMMODITY NAME: SS/D-XLARGE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall conduct Site Survey and Design in accordance with the Statement of Work (SOW) and Contract Data Requirement List (CDRLs) A008, A009, and A010. The Government shall negotiate the price of Xtra Large Site Surveys at the DO level issued against this CLIN at the DO level prior to issuance of the DO, based on the pre-negotiated labor rates. The unit of measure Each refers to the total negotiated price for one site with number of ACPs exceeding 10 and number of Vehicle Lanes exceeding 30.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>LANE INSTALL - TIER 1</u></p> <p>COMMODITY NAME: TIER 1  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall execute Tier-1 configuration Site Lane installation, to include labor, equipment, materials, and ODCs necessary to support the function of one Lane in accordance with the Statement of Work (SOW). Following installation the contractor shall conduct System Performance Verification IAW the SOW and CDRLs A012, A013, A022, and A024. The unit of measure Each refers to the Lane to be installed.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>LANE INSTALL - TIER 2</u></p> <p>COMMODITY NAME: TIER 2  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The contractor shall execute Tier-2 configuration Site Lane installation, to include labor, equipment, materials, and ODCs necessary to support the function of one Lane in accordance with the Statement of Work (SOW). Following installation the contractor shall conduct System Performance Verification IAW the SOW and CDRLs A012, A013, A022, and A024. The unit of measure Each refers to the Lane to be installed. (note: this CLIN does not include a handheld scanner)</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>5900 PUTMAN ROAD                      FORT BELVOIR,VA,22060-5420</p> <p><u>HANDHELD SCANNER</u></p> <p>COMMODITY NAME: HH SCANNER                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide a fully operational handheld scanner. This CLIN shall include 12-month extended CLS. The unit of measure "Each" refers to the number of handheld units provided.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:                      (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR                      BLDG 365 STE 1                      5900 PUTMAN ROAD                      FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0008	<p><u>ACCESS CONTROL POINT (ACP) INSTALL - TIER 1</u></p> <p>COMMODITY NAME: ACP TIER 1                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>The contractor shall execute Tier-1 configuration ACP installation, to include labor, equipment, materials, and ODCs necessary to support the fielding of those portions of the system that support the Gatehouse functions of one ACP, either primary or secondary, in accordance with the Statement of Work (SOW). The unit</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p>of measure Each refers to the ACP to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>ACCESS CONTROL POINT (ACP) INSTALL - TIER 2</u></p> <p>COMMODITY NAME: ACP TIER 2  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The contractor shall execute Tier-2 configuration ACP installation, to include labor, equipment, materials, and ODCs necessary to support the fielding of those portions of the system that support the Gatehouse functions of one ACP, either primary or secondary, in accordance with the Statement of Work (SOW). The unit of measure Each refers to the ACP to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p>FORT BELVOIR,VA,22060-5420</p> <p><u>LARGE SERVER SET</u></p> <p>COMMODITY NAME: LARGE SERVER SET  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall execute Tier 1 - Server Set installation, to include labor, equipment, materials, and ODCs necessary to support the function of the server set in accordance with the Statement of Work (SOW). The unit of measure Each refers to the number of Server Sets to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0011	<p><u>CACHE BOX</u></p> <p>COMMODITY NAME: CACHE BOX  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide for smaller sites, a workstation-based cache box, The Cache Box will have an onboard database and will host the subset of user data necessary for an access decision, as well as transaction logs. The unit of measure "Each" refers</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p>to the number of Cache Boxes to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      FOB POINT: Destination</p> <p>SHIP TO:                      (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                      BLDG 365 STE 1                      5900 PUTMAN ROAD                      FORT BELVOIR,VA,22060-5420</p> <p><u>CLOUD SERVICE</u></p> <p>COMMODITY NAME: CLOUD SERVICE                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>The Contractor shall provide all necessary equipment, material, personnel, and associated information required to provide Enterprise Data Center capability at the installations. The unit of measure Each refers to the number of instances of the Cloud-based Server Set to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      FOB POINT: Destination</p> <p>SHIP TO:                      (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                      BLDG 365 STE 1                      5900 PUTMAN ROAD                      FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>KIOSK</u></p> <p>COMMODITY NAME: KIOSK  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required to provide the free-standing Kiosk capability. The unit of measure Each refers to the number of kiosks to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0014	<p><u>WEB REGISTRATION</u></p> <p>COMMODITY NAME: WEB REGISTRATION  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required for the On-line Registration. The unit of measure Each refers to the number of On-line Registration instances to be implemented.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>PORTABLE REGISTRATION STATION</u></p> <p>COMMODITY NAME: PORTABLE REGISTRATION STATION  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The contractor shall execute Portable Registration Station installation, to include labor, equipment, materials, and ODCs necessary to support the functional requirements in accordance with the AIE Next Performance Specification. The unit of measure Each refers to the number of systems required to support portable registration, independent of the configuration to be installed.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>VISITOR CONTROL CENTER (VCC) REGISTRATION WORKSTATION</u></p> <p>COMMODITY NAME: VCC REGISTRATION  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required for the VCC Registration Workstation. The unit of measure Each refers to the number of VCC Registration Workstations to be implemented.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0017	<p><u>CENTRAL MONITORING WORKSTATION</u></p> <p>COMMODITY NAME: CMW  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required for the Central Monitoring Workstation. The unit of measure Each refers to the number of Central Monitoring Workstations to be implemented.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>CELLULAR ACP - FIXED</u></p> <p>COMMODITY NAME: CELLULAR ACP - FIXED  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required to provide a fixed Cellular Wireless Access Control Point (ACP) capability IAW AIE Next Performance Specification section 3.2.5. The unit of measure Each refers to the number of Cellular ACP-Fixed units to be installed.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	<p><u>CELLULAR ACP - DEPLOYABLE</u></p> <p>COMMODITY NAME: CELLULAR ACP - DEPLOYABLE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required to provide a deployable Cellular Wireless Access Control Point (ACP) capability IAW AIE Next Performance Specification section 3.2.5.4 The unit of measure Each refers to the number of ACP Cellular-Deployable units to be provided.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0020	<p><u>CYBERSECURITY</u></p> <p>SERVICE REQUESTED: CYBERSECURITY  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary material, personnel, associated information and a Electronic Systems Test Laboratory (ESTL) required to implement Cybersecurity IAW base contract SOW section 3.2.2 and CDRLs A002, A003, and A004. The unit of measure "Lot" refers to six (6) months of support.</p> <p>(End of narrative B001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	<p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>SITE REGISTRATION SYSTEM</u></p> <p>COMMODITY NAME: SITE REGISTRATION SYSTEM  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall execute Site Registration System installation, to include labor, equipment, materials, and ODCs necessary to support the function of the Site Registration System in accordance with the AIE Next Performance Specification. This CLIN is issued based on the number of systems required to support Installation- wide registration. The unit of measure Each refers to the Site Registration System to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0022	<p><u>PROGRAM MANAGEMENT</u></p> <p>SERVICE REQUESTED: PROGRAM MANAGEMENT  CLIN CONTRACT TYPE:  Firm Fixed Price</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	<p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to develop and deliver the following CDRLs: A014 - Contractor's Management Plan, A015 - Integrated Master Schedule, A016 - Bi-Weekly Schedule Report, A017 - Contractors Progress, Status and Management Report, A018 - Meetings &amp; Briefings, A036 - Safety Assessment Report, A037 - Training Conduct Support Document Package, and A038 - Training Program Development and Management Plan</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>SYSTEMS ENGINEERING</u></p> <p>COMMODITY NAME: SYSTEMS ENGINEERING  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to develop and deliver the following CDRLs: A001 - System Description &amp; Architecture, A005 - Failure Modes and Effects Criticality Analysis (FMECA) Report, A007 - Software Quality Assurance Plan, A011 - Physical Configuration Audit Plan, A019 - Systems Engineering Management Plan, A025 - Configuration Management Plan, A041 - Functional Configuration Audit (FCA) Plan, A043 - Interface Requirements Specification, A044 - Software Design Description, A045 - Interface Design Description, and A046 - Database Design Description (DBDD)</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	<p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p> <p><u>SYSTEM VERIFICATION DOCUMENTATION</u></p> <p>COMMODITY NAME: SYSTEM VERIFICATION  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to develop and deliver the following CDRLs:  A012 Physical Configuration Audit (PCA) Report, A020 System Installation and Checkout Test Report, A021 Test Plan, A022 Test Procedures, A023 Test Inspection Report, A024 Failure Analysis and Corrective Action Report (FACAR), and A042 - Functional Configuration Audit (FCA) Report.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0025	<p><u>LOGISTICS MANAGEMENT</u></p> <p>COMMODITY NAME: LOGISTICS MANAGEMENT  CLIN CONTRACT TYPE:  Firm Fixed Price</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	<p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to develop and deliver the following CDRLs: A026 Sustainment Transition Plan, A027 Integrated Logistics Support Plan (ILSP), A028 Level of Repair Analysis (LORA), A029 Maintenance Support Plan, A030 Maintenance Service Report, A031 Logistics Management Information Summaries, A032 Logistics Management Information Data Products, A033 Item Unique Identification (IUID) Plan, and A034 Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>MIGRATION OF USER DATA (LG)</u></p> <p>COMMODITY NAME: MIGRATION OF USER DATA (LG)  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to ensure legacy pass holders are allowed continuous access during the validity period of their pass without need to visit the Visitor Control Center (VCC) at large sites. The unit of measure "Each" refers to one site, with 6-10 ACPs and 19-30 Vehicle Lanes, requiring data migration.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	<p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      FOB POINT: Destination</p> <p>SHIP TO:                      (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                                        BLDG 365 STE 1                                        5900 PUTMAN ROAD                                        FORT BELVOIR,VA,22060-5420</p> <p><u>MIGRATION OF USER DATA (MED)</u></p> <p>COMMODITY NAME: MIGRATION OF USER DATA (MED)                      CLIN CONTRACT TYPE:                                        Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to ensure legacy pass holders are allowed continuous access during the validity period of their pass without need to visit the Visitor Control Center (VCC) at medium sites. The unit of measure "Each" refers to one site, with 3-7 ACPs and 10-18 Vehicle Lanes, requiring data migration.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>                      FOB POINT: Destination</p> <p>SHIP TO:                      (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                                        BLDG 365 STE 1                                        5900 PUTMAN ROAD                                        FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0028	<p><u>MIGRATION OF USER DATA (S)</u></p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	<p>COMMODITY NAME: MIGRATION OF USER DATA (S)  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to ensure legacy pass holders are allowed continuous access during the validity period of their pass without need to visit the Visitor Control Center (VCC) at small sites. The unit of measure "Each" refers to one site, with 1-3 Access Control Points (ACPs) and 1-9 Vehicle Lanes, requiring data migration.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p> <p><u>POST-GOVERNMENT SITE ACCEPTANCE USER SUPPORT</u></p> <p>SERVICE REQUESTED: SITE ACCEPTANCE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide on-site support to US Army Installation users in accordance with SOW section 3.2.4.4.3 immediately following the Government's acceptance of site install. The unit of measure "LO - 7 calendar days" refers to period of support required.</p> <p>(End of narrative B001)</p>				\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	<p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p><u>NLETS SUPPORT LICENSE</u></p> <p>COMMODITY NAME: NLETS SUPPORT LICENSE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall provide Nlets licenses for a 12 month period as required. The unit of measure Each refers to the number of licenses provided.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0031	<p><u>OPERATOR TRAINING COURSE</u></p> <p>COMMODITY NAME: OPERATOR TRAINING COURSE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall conduct Operator Training Course for up to 20 students per class (2 trainers) in accordance with the Statement of Work (SOW) and CDRLs A037 and A038. The unit of measure Each refers to two 4-hour classes, conducted on the same day, with up to 20 students and 2 trainers.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>ADMIN TRAINING COURSE</u></p> <p>COMMODITY NAME: ADMIN TRAINING COURSE  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The contractor shall conduct Administrator Training Course for up to 10 students per class (2 trainers) in accordance with the Statement of Work (SOW) and CDRLs A037 and A038. The unit of measure Each refers to one 4-hour class with up to 10 students and 2 trainers.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	<p><u>REGISTRAR TRAINING COURSE</u></p> <p>COMMODITY NAME: REGISTRAR TRAINING COURSE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall conduct Registrar Training Course for up to 10 students per class (2 trainers) in accordance with the Statement of Work (SOW) and CDRLs A037 and A038. The unit of measure Each refers to two 4-hour classes, conducted on the same day, with up to 10 students and 2 trainers.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0034	<p><u>MAINTAINER TRAINING COURSE</u></p> <p>COMMODITY NAME: MAINTAINER TRAINING COURSE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall conduct Maintainer Training Course for up to 10 students per class (2 trainers) in accordance with the Statement of Work (SOW) and CDRLs A037 and A038. The unit of measure Each refers to one class with up to 10 students and 2 trainers.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

CONTINUATION SHEET

Reference No. of Document Being Continued  
W909MY-23-R-0002  
PIIN/SIIN MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>DEPOT LEVEL TRAINING COURSE</u></p> <p>COMMODITY NAME: DEPOT LEVEL TRAINING COURSE  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The contractor shall provide Depot Level Training Course for up to 10 students per class in accordance with the Statement of Work (SOW) and CDRLs A037 and A038. The unit of measure Each refers to one class with up to 10 students and 2 trainers. The course shall include hardware maintenance training consistent with depot level maintenance, focusing on the Line Replaceable Units (LRUs) for Tier 1, Tier 2, Registration Workstations, Handheld Scanners and RFID (Tier 1 &amp; Tier 2). This course shall provide trainees sufficient training to perform AIE hardware and software maintenance in order to properly closeout trouble tickets.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	<p>BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p> <p><u>CONTRACTOR LOGISTICS SUPPORT</u></p> <p>SERVICE REQUESTED: CONTRACTOR LOGISTICS SUPPORT  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall provide Contractor Logistics Support (CLS) to repair, maintain, store and sustain system hardware and software to include hardware and software warranties, licenses, and service agreements, included in the price of all fielding CLINs for twelve months immediately after Government acceptance in accordance with the Statement of Work (SOW) and CDRLs A007, A013, A024, A027, A029, A030, A031, A032, A033, A034, and A035 requirements. The unit of measure Each refers to each installation. The scope of this CLIN includes maintaining a 24/7 Help Desk and repair capability. (Pricing for this CLIN is calculated based on a negotiated fixed percentage of the following Fielding CLINs: X005-X017 and X021. The unit of measure Lot refers to the total negotiated CLS Support price per SOW. Any additional cost beyond the pre-negotiated CLIN price for labor, travel, and materials shall not be charged to the Government. This includes any associated cost with the repair / replacement of AIE system / component failures that are not the result of Government / User error.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0037	<p><u>ENGINEERING CHANGE PROPOSALS</u></p> <p>COMMODITY NAME: ECP  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The contractor shall submit Engineering Change</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	<p>Proposals as required in accordance with the Statement of Work (SOW) and CDRL A006. The price of this CLIN shall include the submission and approval of relevant Baseline CDRLs for required revisions to the Technical Manual and updated training courses. The unit of measure "Each" refers to the full negotiated price per Delivery Order.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>CHANGES</u></p> <p>COMMODITY NAME: CHANGES  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>This CLIN is intended to cover fielding efforts or other work not covered in other CLINs herein as a result of Government survey errors or omissions. The Government shall negotiate the final price of this CLIN at the DO level, based on the pre-negotiated labor rates. The unit of measure Each refers to the total negotiated Changes price per installation.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	<p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p> <p><u>TRAVEL</u></p> <p>SERVICE REQUESTED: TRAVEL  CLIN CONTRACT TYPE:  Cost No Fee</p> <p>The contractor shall conduct Travel as required and approved in advance by the COR in accordance with the Statement of Work (SOW), Federal Acquisition Regulation (FAR) 31.205-46 and the JTR. Travel is awarded on a not-to-exceed, cost-reimbursement basis and does not include profit or fee. The unit of measure Lot refers to the total reimbursable travel costs per occurrence.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p>				\$ _____
0040	<p><u>SUSTAINMENT SUPPORT - SMALL SITE</u></p> <p>COMMODITY NAME: SUSTAINMENT SUPPORT - SMALL  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide sustainment support for a small installation operating the AIE system for base access control in accordance with SOW section 3.2.8. The unit of measure EA refers to 12 months of sustainment support for one site with 1-3 Access Control Points (ACPs) and 1-9 Vehicle Lanes.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>SUSTAINMENT SUPPORT - MEDIUM SITE</u></p> <p>COMMODITY NAME: SUSTAINMENT SUPPORT - MEDIUM  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide sustainment support for a medium installation operating the AIE system for base access control in accordance with SOW section 3.2.8. The unit of measure EA refers to 12 months of sustainment support for one site with 3-7 Access Control Points (ACPs) and 10-18 Vehicle Lanes.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	<p><u>SUSTAINMENT SUPPORT - LARGE SITE</u></p> <p>COMMODITY NAME: SUSTAINMENT SUPPORT - LARGE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide sustainment support for a large installation operating the AIE system for base access control in accordance with SOW section 3.2.8. The unit of measure EA refers to 12 months of sustainment support for one site with 6-10 Access Control Points (ACPs) and 19-30 Vehicle Lanes.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0043	<p><u>SUSTAINMENT SUPPORT - XLARGE SITE</u></p> <p>COMMODITY NAME: SUSTAINMENT SUPPORT - XLARGE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide sustainment support for a Xlarge installation operating the AIE system for base access control in accordance with SOW section 3.2.8. The unit of measure EA refers to 12 months of sustainment support for total negotiated price for one site with</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	<p>number of ACPs exceeding 10 and number of Vehicle Lanes exceeding 30.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>TECHNOLOGY RESEARCH AND EVALUATION</u></p> <p>COMMODITY NAME: TECHNOLOGY RESEARC AND EVALUA  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, material, personnel, and associated information required to provide or support research and evaluation of new and emerging technology for potential insertion into the AIE system to satisfy mission requirements based on a business case analysis. The unit of measure Lot refers to the total negotiated price per Technology Research &amp; Evaluation Delivery Order.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u>  FOB POINT: Destination</p> <p>SHIP TO:</p>			<p>\$ _____</p>	<p>\$ _____</p>

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	<p>(W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p> <p><u>SOFTWARE LICENSE RENEWAL</u></p> <p>COMMODITY NAME: SOFTWARE  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall renew AIE system-supporting software licenses as needed. The unit of measure "EA" refers to the full negotiated 12-month price per Delivery Order.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM) XR W6DP PEO IEW&amp;S FT BELVOIR  BLDG 365 STE 1  5900 PUTMAN ROAD  FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____
0046	<p><u>RETURN FOR MAINTENANCE AUTHORIZATION (RMA)</u></p> <p>COMMODITY NAME: RMA  CLIN CONTRACT TYPE:  Firm Fixed Price</p> <p>The Contractor shall repair/replace out of warranty hardware and software issues / failures that may arise. The unit of measure "EA" refers to the total negotiated price per RMA Delivery Order.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p> <p><u>INDIVIDUALLY PRE-PRICED CDRL</u></p> <p>COMMODITY NAME: PRE-PRICED CDRL  CLIN CONTRACT TYPE:                    Firm Fixed Price</p> <p>This CLIN is intended to cover individually pre-priced CDRLs. The Government shall negotiate the final price of this CLIN at the Delivery Order level, based on the individually pre-negotiated CDRL price(s). The unit of measure "Each" refers to the total negotiated CLIN price.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (W501QM)    XR W6DP PEO IEW&amp;S FT BELVOIR                    BLDG 365 STE 1                    5900 PUTMAN ROAD                    FORT BELVOIR,VA,22060-5420</p>			\$ _____	\$ _____

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**  
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**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SERVICE REQUESTED: SERVICE CONTRACT                      CLIN CONTRACT TYPE:                      Firm Fixed Price</p> <p>The Contractor shall provide data on contractor manpower for performance of this contract IAW Section 3.2.5.5, Attachment 0001 Statement of Work. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. CLIN 0048 is not separately priced (NSP).</p> <p>(End of narrative B001)</p>				<p>\$ _____ <b>** NSP **</b></p>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b> <b>MOD/AMD</b>	<b>Page 35 of 98</b>
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**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

General Provisions

Packing and marking of technical data and deliverables to be delivered pursuant to the requirements of each individual Delivery Order (DO) shall be in accordance with the CDRL instructions associated with that DO.

Items shipped shall be packed, shipped and marked in accordance with the instructions provided with each DO.

\*\*\* END OF NARRATIVE D0001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984

**Name of Offeror or Contractor:**

## SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	MAR/2022
F-2	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2022

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

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

"Concatenated unique item identifier" means

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

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

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

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

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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

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

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

"Government's unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the

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Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459) .

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

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

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

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

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

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

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

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

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

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

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

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

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html> .

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

(c) Unique item identifier.

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

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

Contract Line,  
Subline, or

Exhibit Line Item Number

Item Description

\_\_-1-\_\_\_\_\_

-2-\_\_\_\_\_

\_\_-1-\_\_\_\_\_

-2-\_\_\_\_\_

\_\_-1-\_\_\_\_\_

-2-\_\_\_\_\_

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

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**Name of Offeror or Contractor:**Contract Line,  
Subline, or

Exhibit Line Item Number

Item Description

\_\_-3-\_\_\_\_\_

-4-\_\_\_\_\_

\_\_-3-\_\_\_\_\_

-4-\_\_\_\_\_

\_\_-3-\_\_\_\_\_

-4-\_\_\_\_\_

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number -5-.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number -6-.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

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

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

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

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

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

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

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

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

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

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

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

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

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

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

(ii) The issuing agency code--

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

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

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

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

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

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

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(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

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

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

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

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

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

(iii) Via WAWF as a deliverable attachment for exhibit line item number -7-, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

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

(End of clause)

Period Of Performance

The total ordering period for this Single Award IDIQ contract shall not exceed 78 months after the effective date of the contract. Within the 78 month ordering period, there are five periods of performance: a two-year base contract ordering period and four one-year option periods. An extension to the contract may be executed pursuant to FAR 52.217-9 (contained in Section I) that may provide an additional 6 month ordering period. In no event shall the ordering period of the contract exceed 78 months.

CLINS 0001 - 0048	2 Year Base Ordering Period
CLINS 1001 - 1048	Option Year 1 Ordering Period
CLINS 2001 - 2048	Option Year 2 Ordering Period
CLINS 3001 - 3048	Option Year 3 Ordering Period
CLINS 4001 - 4048	Option Year 4 Ordering Period
CLINS 5001 - 5048	FAR 52.217-9 6 month extension

The period of performance for individual DO's shall be negotiated prior to DO award.

Delivery Of Data

All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Procuring Contracting Officer one (1) copy of a quarterly listing of all transmittal letters submitting required data to the offices shown in Block 14 of DD Form 1423, including requirements delivered to the various DO monitors under the DOs issued under this contract.

While the DD Form 1423 incorporated into the contract contains broad generic Data Item Descriptions (DIDs), such as that utilized for CDRIs, all fully executed DOs will include the specific deliverable(s)/titles required during DO performance.

The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract.

Acceptance by the Government of all items delivered hereunder shall be at destination.

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Electronic media, including e-mail, shall be utilized to the maximum extent practical. Email and related communications for transmitting and receiving unclassified information of a technical nature may use industry standard email methods for which appropriate access, authentication controls, including data encryption, are in effect. In addition, unclassified data of a technical nature may be exchanged on an IDE hosted by the contractor that uses industry standard methods and for which appropriate access and authentication controls are in effect. In both cases, these industry standard methods will be subject to Government review and approval prior to use.

\*\*\* END OF NARRATIVE F0001 \*\*\*

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**Name of Offeror or Contractor:**

## SECTION G - CONTRACT ADMINISTRATION DATA

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018
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(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.

Combo Document (Receiving Report and Invoice)

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

Invoice 2in1

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

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

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

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in

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WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

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.

TBD

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

(End of clause)

Contract Administration Procedures

The Contracting Officer (KO) is the sole individual with the authority to obligate the Government. In no event shall any understanding or agreement, contract modification, change order or other matter in addition to or deviation from the terms of this contract between the contractor and a person other than the KO be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the KO.

In the event that contractor receives information, tasks, or changes from individual other than the Contracting Officer, the contractor shall immediately notify the KO.

Administrative Points of Contact (POC)

All questions and/or concerns pertaining to this contract shall be addressed to:

Army Contracting Command - Aberdeen Proving Ground, Belvoir Division  
ATTN: Brian Petchel  
10205 Burbeck Road, Bidg #362  
Fort Belvoir, VA 22060-5811  
Email: brian.k.petchel.civ@army.mil

The Contracting Officer for this contract is:

Army Contracting Command - Aberdeen Proving Ground, Belvoir Division  
ATTN: Danny Lester  
10205 Burbeck Road, Bidg #362

**Name of Offeror or Contractor:**

Fort Belvoir, VA 22060-5811  
Email: danny.w.lester.civ@army.mil

The Contract Specialist for this contract is:

Army Contracting Command - Aberdeen Proving Ground, Belvoir Division  
ATTN: Brian Petchel  
10205 Burbeck Road, Bidg #362  
Fort Belvoir, VA 22060-5811  
Email: brian.k.petchel.civ@army.mil

The Contracting Officer's Representative (COR) for the resultant contract is:

TBD

Defense Contract Management Agency (DCMA) Contract Administration representatives for the resulting contract will be designated at time of award. DCMA inquiries concerning normal contract administration should be referred to the DCMA assigned office (see Block 24 of SF 33 or Block 6 of SF 26) that will be provided at time of Award.

The KO may elect to delegate all or some of the contract administration functions to DCMA with specific functions being designated at the time of award. If functions are delegated, the contractor shall be provided a copy of such delegation.

\*\*\* END OF NARRATIVE G0001 \*\*\*

**Name of Offeror or Contractor:****SECTION H - SPECIAL CONTRACT REQUIREMENTS**Delivery Order (DO) Issuance Procedures

All products to be delivered under this contract will be set forth in individual DOs issued on DD Form 1155, Order for Supplies or Services. DOs issued under this single award contract shall be bilateral. Individual DOs will use the uniform Procurement Instrument Identification (PII) numbering system described by Defense Federal Acquisition Regulation Supplement (DFARS) 204.7001. DOs shall typically be awarded after negotiations have been completed and both parties agree on the scope, terms and price for the DO. However, under urgent situations, undefinitized DOs may be issued and will include directions regarding work, schedule and costs that may not be exceeded pending definitization of the DO.

The DO process commences with the Government issuing a Statement of Work (SOW) and requesting a DO proposal. The offeror shall submit to the Contract Officer (KO) a DO proposal within 10 calendar days after receiving the DO SOW. The 10 calendar-day requirement may be increased or decreased by the KO based upon the complexity of the SOW. Specific directions to complete the DO proposal will be provided by the KO. The DO proposal shall provide the offeror's detailed approach to accomplishing the requirements of the task, shall identify any risks and the Contractors plan to mitigate the risks, shall include milestones/schedules to accomplish the tasks and shall identify the offeror's price for completing the task. Pricing shall be presented in terms of labor, materials and travel during DO period of performance and shall reflect the Contract Line Item Numbers (CLINs) as set forth in Section B of this contract. Contractor Logistics Support (CLS) will be priced as a percentage of CLINs 0005-0017 and 0021. CLINs will be Firm Fixed Price (FFP) (except Travel which will be Cost Reimbursable (CR)) with prices being negotiated and set at contract award.

DOs will be FFP (except Travel which will be awarded as CR). Each DO will define the required services, deliverables and standards necessary to achieve the Governments desired outcomes.

The offeror will have the option to voluntarily submit post-award Value Engineering Change Proposals (VECP). In accordance with FAR 48.101(b)(1), the contractor must use their own resources to develop and submit VECPs. This voluntary approach should not in itself increase costs to the Government.

Uncompensated overtime, overtime and temporary labor shall be fully disclosed in all proposal submissions in response to request for proposals, as use of this type of labor may have a direct impact on the technical approach proposed. Temporary labor shall be clearly identified and used at a minimum to support tasking. Maximum usage of temporary labor is considered six months or less.

The offeror shall not exceed the firm fixed price specified in each DO without the prior written approval of the KO. Any changes to the DO scope of work shall be documented by a modification to the DO. The KO shall acknowledge each event individually.

At no time shall any understanding or agreement, contract modification, change order or other matter in deviation from the terms of this contract between the offeror and a person other than the KO be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the KO. The Government will not be obligated to reimburse the offeror for work performed, items delivered, or any costs incurred, nor shall the offeror be obligated to perform, deliver or otherwise incur costs except as authorized by duly executed DOs.

DO execution will typically follow the path set forth below.

Installation DOs. The Government plans to award a DO for each installation. Each installation DO includes site survey, design, fielding and logistics support.

Delivery Order Pricing

The DOs shall be priced using the agreed upon fixed CLIN prices in the definitized contract and the final negotiated prices for the unpriced CLINs (such as Changes and Engineering Change Proposals (ECPs)). Final price definitization will be based on the offerors pricing in the proposal submitted following negotiation with the Government.

Labor: Labor for unpriced CLINs (such as Changes and ECPs) shall be proposed, In Accordance With (IAW) negotiated Attachment 0006 - Pricing Model, using the labor categories and fixed unit rates defined in the base contract. Any additional labor categories proposed after contract award must be approved by the KO and will require modification to the base contract. Downward adjustments to these rates may be made to reflect conditions present at the place of performance stated in the DO.

Equipment/Material: Equipment/Material shall be proposed, IAW Attachment 0008 - AIE 3.4 HW/SW List, at the fixed unit rates definitized in the base contract. Equipment/Material refers to any Hardware, Software and miscellaneous material the offeror requires to field their proposed system. Downward adjustments to these rates may be made to reflect conditions present at the place of performance stated in the DO. In the event that equipment/material is proposed to be provided by the offeror or one of the firms subcontractors, the offeror shall provide evidence of competitive pricing and other terms of purchase that clearly demonstrate that the rationale supporting the selection of the offeror or subcontractor as the provider of the equipment/material. This information shall be sufficient to demonstrate no undue bias toward the offeror or subcontractor and fair market rates based on comparable equipment and materials.

Training: Training curriculum will be established by the contractor within their proposal. Construction Services: Under the life of this

**Name of Offeror or Contractor:**

contract, it is not envisioned that extensive Construction Services would be required. However, there may be a need for light construction services such as possible remediation of site preparation work. Construction services are those services that are incidental to and necessary to complete the deliveries required in specific DOs.

Construction services shall be proposed on the Changes CLIN. The labor proposed for construction services shall be presented to clearly demonstrate compliance with the Davis Bacon Act (DBA) wage determination provided with the applicable DOs and to present the basis for profit proposed. Construction services labor shall be priced for the period required for the DO and is not subject to escalation. In the event the location of performance is exempt from DBA, the offeror shall provide the basis for the rates proposed in the supporting pricing detail provided with the DO.

Travel: Travel shall be conducted IAW Federal Acquisition Regulation (FAR) Part 31.205-46. Travel shall be priced IAW the estimates provided in the DO, or as instructed in the request for DO proposal. The contractor shall notify the Government when travel funds have reached 75% expended. Travel is on a cost-reimbursement basis only and includes General and Administrative (G&A). Profit and fees are not allowed on travel.

Reimbursement for travel, subsistence and lodging shall be paid to the offeror only to the extent that it is necessary for performance of DOs under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable:

1. Federal travel regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States.
2. Joint Travel Regulations (JTR) prescribed by DoD for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico and the territories and possessions of the United States.
3. Standardized regulations (Government civilians, foreign areas), Section 925, Maximum Travel Per Diem Allowances in Foreign Areas, prescribed by Department of State (DoS), for travel in areas not covered in subparagraphs 1 and 2 above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel (1/4, 1/2, and 3/4 day basis).

Only actual transportation fare via the most direct routes (non-first class) between place of origin and destination is reasonable. Cost for delays enroute (excluding Government-caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) are not reasonable. Per Diem is reasonable only when paid at JTR rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used. Rental cars shall be reimbursed up to economy size only when travel is conducted by a single person. Refundable tickets may be approved by the KO or Contracting Officers Representative (COR) on a case by case basis.

Per Diem shall be limited to payments to employees for authorized travel as described above and is not to exceed the authorized amount. The offeror shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

Travel will not be reimbursed for offeror personnel performing services at the offerors home facility or at any location within a 50-mile driving radius of the offerors home facility. The Government will not reimburse the offeror for any travel or commuting costs, lodging, or per diem, whether part-time or full-time, from their home of record to the offerors facility, for any offeror employee or subcontractor employee, subject matter expert, consultant, or temporary labor.

The Government will not reimburse relocation costs of any offeror employee at the start of or during performance of this requirement. The offeror shall have sufficient staff to perform the requirement to meet cost, schedule and acceptable quality level.

Meetings, briefings, etc, conducted by firms are considered to be part of normal day-to-day business functions and are considered to be the indirect costs of doing business.

Meetings between the Government and the offeror should be conducted in such a manner that is efficient, effective and cost effective.

The Government will not entertain nor reimburse for any travel costs outside of JTR allowable expenses. This includes all subcontractors through all tiers, subject matter experts, consultants and temporary labor. This does not infer, directly or indirectly, that an offeror would change their internal policy as the Government is not privy to an offerors internal policies. Requests for exceptions to this shall be considered on a case-by-case basis.

The offeror agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the offeror agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

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Documentation must be provided to substantiate non-availability of coach or tourist class.

Changes to Fixed Unit Price Rates: The fixed-unit price rates shall be firm for the life of the contract. Requests for equitable adjustments will be entertained insomuch as the documentation supporting such a request clearly demonstrates that the change is beyond the contractors control and could not have otherwise been predicted by the contractor. These changes typically are those that impact the market at large, as opposed to a single contractor or source of supply. Costs attributable solely to escalation will not be entertained.

Guaranteed Minimum and Maximum Ordering Limitation

The guaranteed minimum payment to the contractor under this contract will be \$2.5M. There are no minimum guarantees for the option periods.

The Government will award a DO that will satisfy the minimum obligation requirement at or near the time of contract award.

The maximum amount for award of all DOs as a result of solicitation W909MY-22-R-G008 will not exceed \$293M inclusive of the base contract year and any option period exercised. The Government is not obligated to issue DOs up to the maximum total for any DO or combination thereof under this contract.

Section 508 Compliance Statement

All Electronic and Information Technology (EIT) procured through the SOW and any resulting contract, DO or purchase order must meet the applicable accessibility regulations at 36 Code of Federal Regulations (CFR) 1194, unless an agency exception to this requirement exists.

Government Furnished Information (GFI)

The Government will provide AIE system Interface Control Documents (ICD) for the Defense Enrollment Eligibility Reporting System (DEERS) and Interoperability Layer Service (IoLS), to include a Software Development Kit (SDK) for access to IoLS and and IMESA architecture, within 15 days after contract award. The Government will also deliver the AIE Overarching Test Plan within 15 days after contract award.

Insurance (IAW FAR 28.310 (a))

In Accordance With clause 52.228-5, "Insurance -- Work on a Government Installation" incorporated in Section I herein, the offeror shall secure, pay the premiums for and keep in force until the expiration of this contract and any renewal thereof, adequate insurance to specifically include liability assumed by the offeror under this contract. The Contractor shall maintain a copy of all Subcontractors proof of required insurance and shall make copies available to the Contracting Officer upon request. The offeror shall maintain the following types of insurance and coverage:

1. Workmen's compensation insurance as required by law of the State.
2. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
3. Property damage liability with a limit of not less than \$100,000 for each accident.
4. Automotive bodily injury liability insurance within the limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Work on a Government Installation

In performing work under this contract on a Government installation or in a Government building, the offeror shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the offeror shall adhere to the following:

1. Observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
2. Conform to the specific safety requirements established by this Contract;
3. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and offeror personnel connected in any way with performance under this contract; and,
4. Take such additional immediate precautions as the KO and COR may reasonable require for safety and accident prevention purposes.

**Name of Offeror or Contractor:**Organizational Conflict Of Interest (OCI)

"Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements and other business enterprises.

The term "offeror" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the offeror or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the offeror, and those of any corporation in which the offeror (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the offeror as contained in this clause shall apply with equal force to all of these included.

"Contract" and "DO" shall be used as applicable to the level at which this clause is being invoked.

## Impact on Future Agency Contracts and DOs

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the KO apply general guidance to individual contract and DO situations.

Unequal access to information. Access to "nonpublic information" as part of the performance of a DO provided under the contract or work performed under a separate Government contract could provide the contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor shall be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

Biased ground rules. An offeror in the course of performance under a DO contract has in some fashion established important "ground rules" for another requirement, where the same offeror may be a competitor. For example, an offeror may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the government in this case is that an offeror so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the offeror may have been in a position to establish important ground rules, including but not limited to those described herein, the offeror shall be required to submit and negotiate an acceptable mitigation plan.

Impaired objectivity. An offeror in the course of performance of a DO or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the offeror's ability to render impartial advice to the government could appear to be undermined by the offeror's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the offeror has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected offeror shall provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the offeror shall be subject to the following restrictions:

1. The offeror shall be excluded from competition for, or award of any Government Contracts as to which, in the course of performance of this contract, the offeror has received advance procurement information before such information has been made generally available to other persons or firms.
2. The offeror shall be excluded from competition for, or award of any Government Contract for which the offeror actually assists in the development of the Screening Information Request (SIR), specifications or SOW.
3. The offeror shall be excluded from competition for or award of any Government Contract which calls for the evaluation of system requirements, system definitions, or other products developed by the offeror under this contract or resulting DOs.

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4. The offeror shall be excluded from competition for, or award of any Government Contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the offeror participated in the development of requirements or definitions pursuant to this contract or resulting DO.

This clause shall not exclude the offeror from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three years after completion and acceptance of all work performed hereunder.

If any provision of this clause excludes the offeror from competition for, or award of any contract, the offeror shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the KO determines otherwise.

**Affirmative Duties and Responsibilities for Government Contractors:** The offeror warrants that to the best of its knowledge and belief and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined above. The offeror agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the KO. Changes in the offeror's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the offeror has taken or proposes to take to avoid, mitigate, or neutralize the conflict and any other relevant information that would assist the KO in making a determination on this matter.

The offeror, upon identification of a potential conflict, shall submit requests to participate in the DO for written approval on a delivery order-by-delivery order basis, unless the offeror is aware of multiple DOs that may create the appearance of a conflict or be an actual conflict. In the case of the later, the offeror shall notify the KO as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement and for three years thereafter.

The offeror shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the KO, such a plan is not in the best interests of the Government. The offeror shall hold the Government harmless and will freely indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors or by its agents.

The KO's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

The offeror shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three years thereafter. When the provisions of this clause are included in a subcontract, the term KO shall represent the head of the Contracts Office of the prime Contract. Any deviations or less restrictive coverage deemed necessary or required by the offeror for a particular subcontract must first be submitted to the KO for approval.

**Compliance:** Compliance with these OCI requirements is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5 or elsewhere included in this contract. If the offeror takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the offeror for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the offeror discovers and promptly reports an organizational conflict of interest subsequent to contract award, the KO may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

Corporate Changes

The offeror shall provide the KO copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this

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contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the KO as soon as possible after such information/status has been disclosed.

Federal Holidays

The following days are legally recognized US holidays:

New Year's Day  
Birthday of Martin Luther King, Jr.  
Washington's Birthday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

In addition to the days designated as holidays, the Government observes the following days:

1. Any other day designated by Federal Statute
2. Any other day designated by Executive Order
3. Any other day designated by Presidential Proclamation

It is understood and agreed between the Government and the offeror that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the offerors personnel work during the holiday, the offeror may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise in DOs. This provision does not preclude reimbursement for authorized overtime work if applicable.

When the DoD grants excused absence to its employees, the offeror agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Delivery Order KO or the COR. Changes in employee work schedules shall comply with the terms and conditions of the delivery order, to include payment provisions.

If Government personnel are furloughed, the offeror shall contact the COR to receive direction. It is the Governments decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the COR. Generally, the following situations apply.

- 1) Offeror personnel that are able to continue DO performance (either on-site or at a site other than their normal workstation), shall continue to work and the DO price shall not be reduced or increased.
- 2) Offeror personnel that are not able to continue contract performance may be asked to cease their work effort.
- 3) Nothing in this section abrogates the rights and responsibilities of the parties relating to "stop work" provision as cited in other sections of this contract.

Offeror Staff Training

In performing DOs under this contract, the offeror shall use only fully trained, experienced, and technically proficient

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personnel. The offeror, at his expense, will perform training of offeror personnel except when the KO has given prior approval for training to meet the requirements that are specifically peculiar to a particular task. Training at the Government's expense will not be authorized as a direct charge to the Government unless specifically authorized by the KO. These requests will be sent to the KO not less than fourteen (14) calendar days prior to reservation for the event. The following are examples of training that may be reimbursed.

- 1) When the Offeror has given prior approval for training to meet the special requirements for a particular DO.
- 2) Limited training of Offeror employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- 3) The Government will not authorize training for offeror employees to attend seminars, symposia, or user group conferences, unless certified by the offeror and the COR that attendance is mandatory for the performance of DO requirements. When training is authorized by the KO in writing under the conditions set forth above, the Government will reimburse the offeror for tuition, travel, and per diem, if required.
- 4) Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training offeror employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

Addition of Clauses at the DO Level

Clauses may be added at the DO level in so much as they do not conflict with clauses included in the basic contract. For example, Option clauses 52.217-8 titled Option to Extend Services and, 52.217-9 titled Option to Extend the Term of the Contract may be included and tailored at the DO level.

Small Business Participation Goals and Small Business Subcontracting (See Section M for evaluation criteria)

All small business and large business offerors shall make a good faith effort to meet their AIE small business participation goals. Small business participation percentage goals established for the two-year base contract period will be applicable to the four one-year option periods if exercised.

The offeror's efforts toward, and results in, achieving their small business participation goals may be considered by the KO in his/her evaluation of the offeror's past performance on future efforts. The offeror is cautioned that failure to make a good faith effort to meet their small business participation goals shall be noted and documented in the Contractor Performance Assessment Reporting System (CPARS). The contractor is advised to provide detailed supporting documentation and/or rationale when actual participation percentages fall short of goals.

Consent to Add/Delete Subcontractors

Following the Base contract award, the offeror shall obtain written consent from the KO prior to the addition or deletion of a subcontractor. The offeror shall ensure a competitive environment among subcontractors IAW FAR. The offeror shall address the proposed approach for qualifying potential subcontractors, pricing evaluation, selection criteria, and administration. Offerors shall submit a subcontractor package to the Contracting Office with the following information:

- 1) Name, address, size (large, small, or disadvantaged, etc) CAGE and DUNS Code;
- 2) Expertise the subcontractor brings to the team that does not already exist, or the fact that it meets the Small Business Participation Requirements;
- 3) Labor categories mapped to the approved Contract Labor Category Table in Attachment 0010 listed in Section J;
- 4) Burdened Labor Rate Table (identify all the loads including fee) showing development of fixed loaded rates through fee. Subcontractor rates may not exceed Prime rates;
- 5) Offerors must submit a letter to delete or add subcontractors. This letter must provide information relating to the impact of the deletion or addition, specifically as it relates to the Small Business Participation Plan.

Management Planning

**Name of Offeror or Contractor:**

The offeror shall identify the Management Control System (MCS) to be used to integrate program execution by DO and across the entire contract. The Contractor shall document the processes and procedures used to implement and maintain the MCS. The Contractors Management Plan shall include quality assurance and risk management with mitigation strategies. The Government shall have access to the offerors MCS.

Export Control

No export controlled items are anticipated for this program.

If necessary, the offeror shall furnish the KO evidence of compliance with (or exemption from) the Foreign National Employment Licensing Guidelines or the Guidelines for Preparing Export License Applications Involving Foreign Nationals prior to any foreign national being given access to export controlled technology.

Use of Government Sources

The offeror shall maintain currency on all Federal and DoD Acquisition Regulations and Policies. All procurement actions on behalf of the Government, whether by the prime or its subcontractors, shall comply with these regulations and policies to include providing all required waivers from DoD and Federal sources.

Government sources of supply will be utilized, for purchases necessary in the performance of this contract. Clauses at FAR 52.251-1 and DFARS 252.251-7000 are applicable. The Armys preferred source is the Computer Hardware Enterprise Software and Solutions (CHES) and shall be given priority over non-DoD sources. A letter will be provided at time of award authorizing the winning Offeror the ability to order from the CHES website.

For all equipment and supplies purchased directly for this contract, the title shall vest with the Government. For property charged as an indirect cost, title shall vest with the purchaser.

Deployment Outside the Continental United States (OCONUS)

The Government intends to deploy AIE capabilities in support of Installations Access Control operations OCONUS. Any additional requirements and applicable clauses will be provided by the KO prior to issuance of a DO.

\*\*\* END OF NARRATIVE H0001 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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## SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUN/2020
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-3	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN/2020
I-4	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
I-5	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2020
I-8	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-9	52.204-2	SECURITY REQUIREMENTS	MAR/2021
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-11	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN/2020
I-12	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-13	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
I-14	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	NOV/2021
I-15	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV/2021
I-16	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-19	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/2020
I-20	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-21	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-22	52.215-14	INTEGRITY OF UNIT PRICES	NOV/2021
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	NOV/2021
I-26	52.216-4	ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL	JAN/2017
I-27	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-28	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT/1997
I-29	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-30	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV/2021
I-31	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	SEP/2021
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-33	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-34	52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN/2020
I-35	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-36	52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV/2021
I-37	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	MAY/2022
I-38	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-39	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN/2020
I-40	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2021
I-41	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020

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I-43	52.227-3	PATENT INDEMNITY	APR/1984
I-44	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-45	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-47	52.232-1	PAYMENTS	APR/1984
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-17	INTEREST	MAY/2014
I-52	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-53	52.232-23	ASSIGNMENT OF CLAIMS	MAY/2014
I-54	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-55	52.232-25	PROMPT PAYMENT	JAN/2017
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-57	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-58	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV/2021
I-59	52.233-1	DISPUTES	MAY/2014
I-60	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-61	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-62	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-63	52.236-5	MATERIAL AND WORKMANSHIP	APR/1984
I-64	52.236-7	PERMITS AND RESPONSIBILITIES	NOV/1991
I-65	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-66	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-67	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-68	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-69	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	SEP/2021
I-70	52.242-13	BANKRUPTCY	JUL/1995
I-71	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-72	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-73	52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	JAN/2022
I-74	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-75	52.248-1	VALUE ENGINEERING	JUN/2020
I-76	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-77	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-78	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-79	52.249-14	EXCUSABLE DELAYS	APR/1984
I-80	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-81	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-82	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-83	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-84	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-85	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
I-86	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-87	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
I-88	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
I-89	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-90	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-91	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
I-92	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-93	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-94	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-95	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-96	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-97	252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS--PROHIBITION ON FEES AND CONSIDERATION	APR/2020
I-98	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-99	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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I-100	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-101	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
I-102	52.216-7	ALLOWABLE COST AND PAYMENT	AUG/2018

## (a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the TBD day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

## (b) Reimbursing costs.

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

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

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

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

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

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

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at:  
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and  
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedAfterJune24.pdf>

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of Clause)

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I-103            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

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

(End of Clause)

I-104            52.217-9            OPTION TO EXTEND THE TERM OF THE CONTRACT            MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 78 months.

(End of Clause)

I-105            52.227-11            PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014) -- ALTERNATE I            JUN/1989  
(JUN 1989)

(a) As used in this clause--

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

Made means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements: TBD

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

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

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

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

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any

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country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

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

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

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

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

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

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

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

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

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

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

(j) Communications.

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

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

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

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consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

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

(End of clause)

I-106

52.244-2

SUBCONTRACTS

JUN/2020

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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- (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

(End of clause)

I-107            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)

I-108            52.204-25            PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO            NOV/2021  
SURVEILLANCE SERVICES OR EQUIPMENT

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

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

"Covered foreign country" means The Peoples Republic of China.

"Covered telecommunications equipment or services" means--

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(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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

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

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

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause

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applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

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

(End of clause)

I-109            52.215-11            PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--            OCT/2021  
MODIFICATIONS (DEVIATION 2022-00001)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2 million on the date of execution of the modification, except that this clause does not apply to any modification if an exception under Federal Acquisition Regulation (FAR) 15.403-1(b) applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractors Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract price; or

(2) The actual cost to the Contractor, if there was no subcontract awarded, was less than the prospective subcontract cost estimate

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submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractors knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the as of date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the as of date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the as of date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

I-110 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-00001) OCT/2021

(a) Before awarding any subcontract expected to exceed \$2 million, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2 million, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with Federal Acquisition Regulation (FAR) 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the \$2 million threshold for submission of certified cost or pricing data is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds \$2 million, the Contractor shall insert either--

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(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at 52.215-13, Subcontractor Certified Cost or Pricing Data Modifications (DEVIATION 2022-00001).

(End of clause)

I-111            52.215-19            NOTIFICATION OF OWNERSHIP CHANGES            OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-112            52.216-2            ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES            NOV/2021

(a) The Contractor warrants that the unit price stated in the Schedule for \_\_\_\_\_ [offeror insert Schedule line item number] is not in excess of the Contractors applicable established price in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term established price means a price that --

(1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractors established price, and this contract shall be modified accordingly.

(c) If the Contractors applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractors written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

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(2) The increased contract unit price shall be effective --

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractors written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractors written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of Clause)

I-113            52.222-19            CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION            JAN/2022  
2020-00019)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

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(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

I-114

52.230-2

COST ACCOUNTING STANDARDS

JUN/2020

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

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

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

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

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

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

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

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

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

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

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set

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forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-115

52.252-2

CLAUSES INCORPORATED BY REFERENCE

FEB/1998

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

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of Clause)

I-116

252.225-7021

TRADE AGREEMENTS--BASIC (DEVIATION 2020-00019)

MAR/2022

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

"Caribbean Basin country end product"--

(i) Means an article that--

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of--

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

"Commercially available off-the-shelf (COTS) item"--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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"Component" means an article, material, or supply incorporated directly into an end product.

"Designated country" means--

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under this contract for public use.

"Free Trade Agreement country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Least developed country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a least developed country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

"Nondesignated country end product" means any end product that is not a U.S.-made end product or a designated country end product.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland

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France  
 Germany  
 Greece  
 Israel  
 Italy  
 Japan  
 Latvia  
 Lithuania  
 Luxembourg  
 Netherlands  
 Norway  
 Poland  
 Portugal  
 Slovenia  
 Spain  
 Sweden  
 Switzerland  
 Turkey  
 United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that--

(i) Is mined, produced, or manufactured in the United States; or

(ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that--

(i) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless--

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Governments requirements; or

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(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm> . The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of "Caribbean Basic country end product" within paragraph (a) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United StatesCaribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United StatesCaribbean Basin Trade Partnership Act.

(End of clause)

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## SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS	26-MAY-2022	044	EMAIL
Attachment 0001	SOW	26-MAY-2022	030	EMAIL
Attachment 0002	PERFORMANCE SPECIFICATION	26-MAY-2022	055	EMAIL
Attachment 0003	CONOPS	26-MAY-2022	036	EMAIL
Attachment 0004	SYSTEM DESCRIPTION AND ARCHITECTURE	26-MAY-2022	281	EMAIL
Attachment 0005	QASP	26-MAY-2022	027	EMAIL
Attachment 0006	PRICING MODEL	26-MAY-2022	005	EMAIL
Attachment 0007	SMALL BUSINESS PARTICIPATION COMMITMENT DOCUMENT	05-AUG-2022	003	EMAIL
Attachment 0008	AIE 3.4 HW SW LIST	23-JUL-2022	003	EMAIL
Attachment 0009	AIE 3.4 SUPPORTING DATA	23-JUL-2022	003	EMAIL
Attachment 0010	SECTION L CROSS-REFERENCE MATRIX	31-OCT-2022	001	EMAIL

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## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2022

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334118.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

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

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

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

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

(i) Paragraph (d) applies.

(ii) 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,

**Name of Offeror or Contractor:**

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 CorporationsRepresentation.

(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 PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

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

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

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

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

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

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

(x) 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 USDAdesignated 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, EPAdesignated items.

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

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

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

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

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

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

(D) 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 Certifications. 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: NA

\_\_\_ (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.

Table with 4 columns: FAR Clause #, Title, Date, Change. It contains two rows of empty lines for data entry.

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.

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(End of provision)

K-4 252.204-7007 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 and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts 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:

(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.

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**Name of Offeror or Contractor:**

\_\_\_ 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 #	Title	Date	Change

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

(End of provision)

K-5	52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV/2021
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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.

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

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

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

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a

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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);

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(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)

K-6            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)

K-7            52.209-7            INFORMATION REGARDING RESPONSIBILITY MATTERS            OCT/2018

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K-8            252.204-7017        PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS        MAY/2021  
EQUIPMENT OR SERVICES--REPRESENTATION

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).

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(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)

K-9            252.225-7974        REPRESENTATION REGARDING PERSONS THAT HAVE BUSINESS OPERATIONS WITH        FEB/2020  
THE MADURO REGIME (DEVIATION 2020-00005)

(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)

K-10            252.239-7098        PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER        APR/2021  
NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN  
WEBSITES--REPRESENTATION (DEVIATION 2021-00003)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

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(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	NOV/2021
L-5	52.237-1	SITE VISIT	APR/1984
L-6	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	MAR/2022
L-7	252.215-7008	ONLY ONE OFFER	JUL/2019
L-8	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-9	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 Danny Lester, ACC-APG Belvoir, 10205 Burbeck Road, Bldg #362, Fort Belvoir, VA 22060-5811.

(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)

L-10	52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB/1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

## 1. PROPOSAL SUBMISSION REQUIREMENTS

a. The Offeror proposal shall be submitted electronically via electronic mail (e-mail) addressed to the Contracting Officer (Danny.W.Lester.civ@army.mil) and the Contract Specialist (Brian.k.Petchel.civ@army.mil), or using DOD SAFE (<https://safe.apps.mil/>; follow the User Guide provided at [https://dl.dod.cyber.mil/wp-content/uploads/dcs/pdf/unclass\\_DOD\\_SAFE\\_User\\_Guidev0\\_2dl.pdf](https://dl.dod.cyber.mil/wp-content/uploads/dcs/pdf/unclass_DOD_SAFE_User_Guidev0_2dl.pdf)) in the files set forth below.

b. Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) should be annotated and dated. Each volume shall be clearly labeled with its Title and a copy number (e.g., copy 1 of 5).

c. Each paragraph should be single spaced, and shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial font is required. Tables and illustrations may use a reduced



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requirements of the contract Statement of Work (SOW), specifically sections regarding RMF (Attachment 0001 - SOW section 3.2.2.1), Authority to Operate (ATO) (Attachment 0001 - SOW section 3.2.2.4) , and Security Technical Implementation Guide (STIG) activities (Attachment 0001 - SOW section 3.2.2.2)

d) How the proposed system design accomodates open architecture and future performance upgrades (with minimal impact to the overall system design)(Attachment 0001 - SOW section 3.1).

e) Approach to simultaneously address the CLS (Attachment 0001 - SOW section 3.2.7.1.1) and sustainment requirements (Attachment 0001 - SOW section 3.2.8) of multiple installations.

(2) Sub-factor 2 This Sub-factor evaluates the Offerors approach to the following Sample Task System Fielding.

a) Offerors shall describe their proposed approach for executing four simultaneously awarded fielding Delivery Orders that direct the installation (Attachment 0001 - SOW section 3.2.4) of the AIE system at two small Army installations, one medium Army Installation, and one large Army Installation (four Installations total) IAW the Statement of Work (SOW).

b) Offerors shall include the following in their approach to executing this sample task:

- Approach to procurement, storage, and transportation of system components (Attachment 0001 - SOW section 3.2.7.1.12).
- Resources (material), labor categories and hours, schedule, and infrastructure/bandwidth challenges.
- Program Management and Qualification processes (Attachment 0001 - SOW sections 3.2.5 & 3.2.6).
- Cybersecurity compliance process (Attachment 0001 - SOW section 3.2.2).
- Methods of improving efficiencies.

c) Assumptions for purposes of this Sample Task:

- Contractor's baseline configuration has been accepted by the Government via Production Qualification Testing (Attachment 0001 - SOW section 3.2.6.7.2) at the Government Lab (Attachment 0001 - SOW section 3.2.3) and Performance Verification Testing (Attachment 0001 - SOW section 3.2.6.7.3) at the first DoD location (Attachment 0001 - SOW section 3.2.4.4.3).

(3) Sub-factor 3 This Sub-factor evaluates the Offerors's approach to the following Sample Task - ECP

a) Offerors shall describe their proposed approach to meeting the requirements of a Delivery Order RFP that requires the insertion of new vehicle lane cameras (to capture the front and back of the vehicle) that will result in an ECP (Attachment 0001 - SOW section 3.2.6.4) to the current AIE baseline.

b) The technical solution shall integrate with AIE to provide forensic evidence to support law enforcement activities and conform to the requirements described in Attachment 0002 System Performance Specification, Section 3.7.3.

c) For purposes of this Sample Task, the Contractor shall include the following in their proposal:

- Program Management and SE processes (to include prototype, test, qualification of a design suitable for ECP approval)(Attachment 0001 - SOW sections 3.2.3, 3.2.5, & 3.2.6).
- Resources (material), labor hours/categories
- Proposed baseline changes (HW/SW) and cybersecurity impacts (Attachment 0001 - SOW section 3.2.2).
- Methods of improving efficiencies

d) Assumptions for purposes of this Sample Task:

- The Technical insertion would be installed at 100 Tier 2-equipped lanes (Attachment 0001 - SOW section 3.2.6.7.2).
- Contractor's baseline configuration has been accepted by the Government via Production Qualification Testing (Attachment 0001 - SOW section 3.2.6.7.2) at the Government Lab (Attachment 0001 - SOW section 3.2.3) and Performance Verification Testing (Attachment 0001 - SOW section 3.2.6.7.3) at the first DoD location (Attachment 0001 - SOW section 3.2.4.4.3)

(ii) VOLUME II Cost/Price - The Offeror shall input all information required in section J Attachment 0006 - Pricing Model which will contain the total evaluated price.

The volume shall be organized into the following sections:

(1) Electronic Cop: Electronic links are only permissible within the Cost Volume. If files contain links, the links must be intact and maintained through all revisions. The Offeror shall not include pivot tables in Excel spreadsheets.

(2) Failure to comply with the RFP requirements for Cost information may result in an adverse assessment of an Offerors proposal and

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reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes. Also, the Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF33 and continuation sheets.

(3) General Instructions In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data. Additionally, in the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, into the solicitation and request a Certificate of Current Cost or Pricing Data. There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Cost will be disregarded.

Travel: For the purposes of evaluation, the contractor shall use the Government provided numbers for TRAVEL: \$2.05M for the 2 year base period, \$1.61M for Option Year 1, \$1.7M for Option Year 2, \$1.9M for Option Year 3, and \$2.1M for Option Year 4. (Submission of a breakout of travel is not required). The contractor shall submit the Plug-in amount exclusive of any applied indirect costs. The contractor shall provide, in the Cost Methodology document, any applicable indirect charges in accordance with their disclosed accounting practices on the travel plug numbers for informational purposes only. In no case shall fee be applied to travel costs by either the prime or subcontractor. The Travel estimate plus the applicable indirect charges will be included in any resultant Delivery Order on separate Cost Only (No Fee) CLINs. All Subcontractor travel costs shall be submitted using the same restrictions.

(iii) VOLUME III Past Performance This volume shall contain past performance information regarding similar contracts. This volume shall not exceed 25 pages, excluding Past Performance Questionnaire Forms. Offerors shall submit Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this solicitation. Offerors shall provide no more than three (3) contract references for the prime contractor and no more than two (2) contract references for each major subcontractor. The Government will only consider the past performance of each entity, and will not consider the past performance of individual employees. Entity is defined as the Prime Contractor and all major subcontractors. Major subcontractors is defined as a subcontractor performing 20% or more of the total task order value. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite-Delivery/Indefinite-Quantity (IDIQ)-type contract, Offerors must not just cite the broader BPA or IDIQ contract. Rather, include the specific individual work directives/task/delivery orders which the Offeror considers to be reflective of relevant prior experience.

Relevant efforts are defined as services/efforts that are the same as or similar to the effort (as compared to North American Industry Classification System (NAICS) code 541512-Computer Systems Design Services) required by the RFP. For the purposes of this source selection, relevance is defined as efforts with scope including COTS integration and fielding to 5-10 DOD Installations per year at an annual contract value of \$10M-\$15M. Data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered. This volume shall be organized into the following sections:

(1) Section 1 Contract Descriptions This section shall include the following information in the following format.

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

(c) Governments technical representative/Contracting Officers Representative and current email address, telephone and fax numbers.

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

(e) Government contract administration activities Pre-Award Monitors 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,

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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.

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

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

(b) For all contracts, the Offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to Government Furnished Equipment (GFE), and number and nature of failures attributable to the Offerors delivered product.

(3) Section 3 Subcontracts Offerors shall provide an outline of how the effort, required by the RFP, will be assigned for performance within the Offerors corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS subparagraph number. Major subcontractors is defined as a subcontractor who will be providing critical hardware/services or whose subcontract is for 20% or more of the total proposed cost/price. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors.

If subcontractor experience is submitted as part of the proposal, the Offeror shall attach a commitment signed by the Offeror and subcontractor certifying that if a contract is awarded, the parties commit to joint performance as proposed (excluded from page count). If the signed commitment is not fully executed by both parties and provided with the Past Performance Proposal, subcontractor references will not be evaluated or considered. For other affiliates, to include but not limited to, affiliate companies, sister companies, teaming arrangements, and joint venture agreements, the Offeror shall include a copy of the signed arrangement, such as documented affiliation, a copy of the teaming agreement, or a copy of the joint venture agreement (excluded from page count). The primary offering entity must demonstrate that the affiliate will perform significant and critical aspects of the contract if awarded.

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

(5) Past Performance Questionnaire For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire must be completed and submitted. The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no later than the proposal due date, to danny.w.lester.civ@army.mil. The Offeror shall e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows

Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC 6-Oct-2022.

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

(7) Small Business Participation Past Performance All Offerors shall submit information substantiating the Offerors past performance in complying with FAR 52.219-8, Utilization of Small Business Concerns, maximizing opportunities for U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past six years concerning the Offerors past compliance with FAR 52.219-8. If any such negative information has been reported, the Offeror may submit explanations

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or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 shall certify the same.

(iv) VOLUME IV Small Business Participation

(1) All Offerors (both large and small businesses) are required to complete a Small Business Participation Proposal, consisting of a SBPP Narrative, completion of the Small Business Participation Commitment Document (Attachment (0007)), and a Small Business Subcontracting Plan (other than small businesses only). Offerors shall propose the level of participation of small businesses (as a small business prime and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

The Offeror shall provide following information in the following format:

(a) Identify the appropriate size and categories for the PRIME Offeror only, selecting one or more of the applicable descriptions: Large Prime, Historically Black Colleges or Universities and Minority Institutions (HBCU/MI); or Small Business Prime (also categorized as a Small Disadvantaged Business (SDB)), Woman-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUB Zone) Small Business, Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SDVOSB).

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors): Note: When Combined Large and Small Business Total shall equal 100%

(i) Total Percentage / Dollar Value planned for Large Business (es)

(ii) Total Percentage / Dollar Value planned for Small Business(es)

(c) Indicate the total percentage of participation to be performed by each type of subcategory small business as well as overall Small Business percentage. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

(i) Small Disadvantaged Business Percentage

(ii) HUB Zone Small Business Percentage

(iii) Woman-Owned Small Business Percentage

(iv) Service Disabled Veteran Owned SB Percentage

(v) Veteran Owned Small Business Percentage

(vi) HBCU/MI Percentage

(d) Identify name of the company and the principle type of supplies/services to be performed by Small Businesses (Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below in which they qualify):

(i) Small Business (SB)

(ii) Small Disadvantaged Business (SDB)

(iii) Woman-Owned Small Business (WOSB)

(iv) Historically Underutilized Business Zone (HUB Zone)

(v) Service Disabled Veteran Owned SB (SDVO)

(vi) Veteran Owned Small Business (VOSB)

(vii) Historically Black Colleges and Universities and Minority Institutions (HBCU/MI)

Offerors shall demonstrate compliance with the items in Volume IV by completing Attachment 0007, Small Business Participation Commitment Document.

(2) The Offeror shall demonstrate small business participation by detailing its proposed approach to meet the requirements under the Small Business Participation factor by addressing the following areas in its Small Business Participation Commitment Document:

(a) Proposed Small Business Participation Plan in performance of the potential contract (applies to both Other Than Small Businesses and Small Businesses)

(b) Commitment to Small Business

(i) Payment Procedures (applies to both Other Than Small Businesses and Small Businesses)

(ii) Compliance with Small Business Subcontracting Plans (applies to Other Than Small Businesses only)

(3) Commitment to Small Business. Describe the extent of commitment to use small businesses (for example, what types of commitments, if any, are in place for this specific acquisition either small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-prot\ 'e9g\ 'e9, etc.)

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(a) The Offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors IAW FAR 52.219-8, Utilization of Small Business Concerns (for those contracts under which it was required within the past three years from the closing date of this Solicitation). If not required in any recent contracts, the Offeror shall so state.

(b) For Other than Small Businesses ONLY. Compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (if required on recent contracts). The Other than Small Business Offeror shall provide three Individual Subcontracting Reports (ISRs) for recent contracts (within the past three years from the closing date of this Solicitation) that required a subcontracting plan utilizing the Electronic Subcontracting Reporting System (eSRS) IAW FAR 52.219-9(d)(10)(iv). If not required in any recent contracts, the Offeror shall so state. If the Offeror has less than three recent contracts, the Offeror shall provide the most recent ISR for each contract it has, and state that the Offeror does not have three recent contracts. If awarded a contract, the Offeror shall submit the ISR(s) included in their proposal, and/or the Summary Subcontract Report (SSR), using the eSRS tool at <http://www.esrs.gov> IAW FAR 52.219-9(1). Offerors shall comply with parts 2 & 3 of Volume IV by submission of a Small Business Participation Plan Narrative and/or a Small Business Subcontracting Plan, as applicable.

(v) VOLUME V SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the RFP. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

- Section A Standard Form 33 (SF 33), Solicitation, Offer and Award
- Section G Contract Administration Data
- Section K Representations, Certification and Other Statements of Offerors

Solicitations, Offer and Award Documents anCertifications/Representations shall not be addressed separately from that submitted in VOLUME V SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS /REPRESENTATIONS

\*\*\* END OF NARRATIVE L0001 \*\*\*

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## SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more 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. Also, the full text of a provision may be accessed electronically at these addresses:

For FAR clauses: <https://www.acquisition.gov/>

For DFARS clauses: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

BASIS FOR AWARD

The award will be made based on the best overall (i.e., best value tradeoff) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: (Technical, Cost/Price, Past Performance, and Small Business Participation) and three (3) Technical subfactors (Management & Engineering; Sample Task Multiple, Simultaneous Installation Fieldings; and Sample Task Engineering Change Proposal (ECP) Execution). The Technical factor is significantly more important than the Cost/Price factor, which is more important than the Past Performance and Small Business Participation factors combined. To receive consideration for award, a rating of no less than Acceptable must be achieved for the Technical factor (to include both Sub-factors) and the Small Business Participation factor. Additionally, any other than small business Offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a). Offerors will be cautioned that the award may not necessarily be made to the lowest cost offered. All Non-Priced Factors combined are more important than Cost/Price.

FACTORS AND SUB-FACTORS TO BE EVALUATED

The following Evaluation Factors and Sub-factors will be used to evaluate each proposal: an Award will be made to the Offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and Sub-factors described below. The Government reserves the right to make award based upon the Cost/Price factor in the event that the Technical and Past Performance evaluation results of all the Offerors proposals are substantially the same.

Factor 1: Technical

The Technical factor is further divided into the following Sub-factors:

- a. Sub-factor 1 Management & Engineering approach
- b. Sub-factor 2 Sample Task - System Fielding
- c. Sub-factor 3 - Sample Task - ECP Execution

Sub-factor 1 is more important than Sub-factor 2 and 3. Sub-factor 2 is more important than Sub-factor 3.

Evaluation of the Offerors proposal shall address each paragraph of the SOW. A detailed explanation of the criteria for the evaluation is set forth below in the Evaluation Approach. During evaluation of each proposal, the Government will assign each Technical Sub-factor an adjectival rating and write a narrative evaluation reflecting the identified findings.

Factor 2: Cost/Price: The resulting award will be an IDIQ contract. Price reasonableness will be utilized in the evaluation of the Firm-Fixed Price effort.

Factor 3: Past Performance: Each Offerors past performance will be reviewed to determine relevancy and confidence assessment.

Factor 4. Small Business Participation: Each Offerors level and degree of commitment to utilize small business in execution of the requirement will be evaluated.

EVALUATION APPROACH

All proposals shall be evaluated by the Source Selection Team (SST).

1. The overarching evaluation approach for all factors and Sub-factors is as follows:

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

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submission section of the RFP.

b. Feasibility of Approach [Applicable to both the Technical Factor (Factor #1) and Past Performance Factor (Factor #3)] The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the Offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

2. The Technical factor is divided into the following Sub-factors:

Sub-factor 1: This Sub-factor evaluates the Offerors proposed Management and Engineering approach (Attachment 0001 - SOW section 3.2) for the basic contract period and all option years. Marginal levels of overall Management and Engineering approach could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The evaluation will focus on the Offerors:

a) Program Management approach (Attachment 0001 - SOW section 3.2.5) to include:

- Approach to meeting the technical performance requirements in the P-Spec.
- Scheduling/Fielding Strategy demonstrating their ability to meet all requirements within the six-year period of performance.
- Resource Allocation during surge activities related to multiple, simultaneous site installations.

b) Systems Engineering (Attachment 0001 - SOW section 3.2.6), Risk and Configuration Management (Attachment 0001 - SOW section 3.2.6.8.1) processes and approach for establishing, utilizing, and integrating the existing AIE-3.4 baseline configuration hardware and software; to include proven organizational and Agile processes addressing change management and capability enhancements.

c) Cybersecurity approach (Attachment 0001 - SOW section 3.2.2) to executing and maintaining the Risk Management Framework requirements of the contract Statement of Work (SOW), specifically sections regarding RMF (Attachment 0001 - SOW section 3.2.2.1) ATO (Attachment 0001 - SOW section 3.2.2.4), and STIG activities (Attachment 0001 - SOW section 3.2.2.2).

d) How the proposed system design accommodates open architecture and future performance upgrades (with minimal impact to the overall system design)(Attachment 0001 - SOW section 3.1).

e) Approach to simultaneously address the CLS (Attachment 0001 - SOW section 3.2.7.1.1) and sustainment requirements (Attachment 0001 - SOW section 3.2.8) of multiple installations.

Sub-factor 2: This Sub-factor evaluates the Offerors to the following Sample Task - System Fielding:

a) Offerors proposed approach will be evaluated for execution of four simultaneously awarded fielding Delivery Orders that direct the installation (Attachment 0001 - SOW section 3.2.4) of the AIE system at two small Army installations, one medium Army Installation, and one large Army Installation (four Installations total) IAW the Statement of Work (SOW).

b) The following information from each Offeror's proposed approach will be evaluated:

- Approach to procurement, storage, and transportation of system components ((Attachment 0001 - SOW section 3.2.7.1.12).
- Resources (material), labor categories and hours, schedule, and infrastructure/bandwidth challenges
- Program Management and Qualification processes (Attachment 0001 - SOW sections 3.2.5 & 3.2.6).
- Cybersecurity compliance process (Attachment 0001 - SOW section 3.2.2).
- Methods of improving efficiencies

Sub-factor 3: This Subfactor evaluates the Offerors approach to the following Sample Task ECP Execution:

a) Offerors proposed approach will be evaluated for meeting the requirements of a Delivery Order RFP that requires the insertion of new vehicle lane cameras (to capture the front and back of the vehicle) that will result in an ECP (Attachment 0001 - SOW section 3.2.6.4) to the current AIE baseline.

b) Offerors technical solution for integrating with AIE to provide forensic evidence to support law enforcement activities and conform to the requirements described in Attachment 0002 - System Performance Specification, Section 3.7.3.

c) The following information from each Offeror's proposed approach will be evaluated:

- Program Management and SE processes (to include prototype, test, qualification of a design suitable for ECP approval) (Attachment 0001 - SOW sections 3.2.3, 3.2.5, & 3.2.6).
- Resources (material), labor hours/categories
- Proposed baseline changes (HW/SW) and cybersecurity impacts (Attachment 0001 - SOW section 3.2.2).



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analysis to evaluate each Offerors pricing information in terms of completeness and reasonableness.

Significant inconsistencies between the Technical Proposal and the Price Proposal, if unexplained, may be grounds for proposal rejection. The Government will evaluate each proposal in accordance with its content and not assume performance will include areas not specified in the Offeror's proposal.

FFP Evaluation For a price to be fair and reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. The Offerors proposed fixed-price CLINs may be evaluated, using one or more of the techniques described in FAR 15.404-1 in order to determine if they are fair and reasonable.

Overall Cost/Price Proposal Evaluation The overall Cost/Price proposal evaluation will include the following:

- 1) Compliance: The Cost/Price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in Section L for Cost/Price instructions. All pricing fields must be completed in the Price Model or the Proposal may be deemed non-compliant and removed from the competitive range.
- 2) Unbalanced Pricing: The Offerors overall Cost/Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-1(g). An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government (see FAR 15.404-1(g)(1) through FAR 15.404-1(g)(3)).
- 3) Errors: The Offerors Cost/Price proposal will be reviewed for errors. The Offeror may be given an opportunity to clarify certain aspects of their proposal at the sole discretion of the Contracting Officer.
- 4) Business Systems: The Government will verify the adequacy of the Offerors business systems.
- 5) Total Evaluated Price: The Total Evaluated Price consists of summing the extended prices for all CLINs for all periods in the Offerors proposed fixed-price CLIN Price Model. In accordance with FAR 52.217-8, Option to Extend Services, a 6 month extension will be included for evaluation purposes.

Factor 3: Past Performance The Government will evaluate the Offerors record of past and current performance to ascertain the probability of successfully performing the required efforts of the SOW.

a. Evaluation of past performance shall be in accordance with this plan utilizing the forms and questionnaires set forth in Appendix D.

b. The Government will focus its inquiries on the Offerors (and major subcontractors) record of performance as it relates to all solicitation requirements, including cost, schedule, performance, management of subcontractors and compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan. Major subcontractors is defined as a subcontractor performing 20% or more of the total task order value. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, Offerors will be reminded to include the most recent and relevant efforts (within the past five (5) years) in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned a neutral confidence rating and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the Offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the NAICS code 541512 Computer Systems Design Services.

c. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources but is not compelled to rely on all of the information available.

d. The past performance factor considers each Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three aspects to the past performance evaluation: recency, relevancy, and quality.

(i) RECENCY: The Government will evaluate each past performance example to ensure it occurred in whole or in part within the last five years from the date of proposal. If the example is not recent, the example will not be evaluated further. The Government will then evaluate all recent past performance examples to ensure that all together span at least three years within the last five years from the date of proposal; the three years do not need to be consecutive. If the recent examples do not span at least three of the last five years, the proposal will receive a neutral past performance rating.

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(ii) **RELEVANCY:** The second aspect is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria (see Table 2) will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

TABLE 2 - Past Performance Relevancy Ratings

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

(iii) **QUALITY ASSESSMENT:** The third aspect assesses the overall quality of the Offerors past performance. Documented results from Past Performance Questionnaires, interviews, Contractor Performance Assessment Reporting System (CPARS), and other sources form the support and basis for this assessment.

e. Performance Confidence Assessment: Utilize the Performance Confidence Assessment (see Table 3 below) to select the most appropriate confidence level for each Offeror. Ensure the rationale for the conclusions reached are included.

TABLE 3 - Performance Confidence Assessments

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

**Factor 4: Small Business Participation IAW Defense FAR Supplement**

(DFARS) 215.304(c)(i), the extent to which Offerors identify and commit to small business performance of the contract shall be evaluated. Offerors shall submit a Small Business Participation Commitment Document (SBPCD), which specifies the Offerors level and degree of commitment to small business utilization/participation in performance of this requirement. An SBPCD, Attachment 0007, is required from all Offerors, including companies with commercial plans and comprehensive subcontracting plans. The Government will evaluate the following:

- a) The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b) The extent of commitment to use such firms (and enforceable commitments will be considered more favorably than non-enforceable ones);

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- c) Identification of the complexity and variety of the work small firms are to perform;  
 d) The extent past performance is in compliance with FAR 52.219-8 Utilization of Small Business, FAR 52.219-9 Small Business Subcontracting Plan, and maximizing opportunities for U.S. Small Business Subcontractors.

All prime offerors, including small businesses, submitting a proposal are required to meet or exceed the Minimum Quantitative Requirement(s) (MQRs) relative to the total contract value, or provide an explanation as to why any of the specific goals cannot be achieved, as follows: NOTE: For example, a participation plan that reflects {1%} of the contract value for WOSB would also count towards the overall Small Business Goal; and percentages for SDVOSB would also count towards VOSB.

Small Business (SB): 18%  
 Small Disadvantaged Business (SDB): 5.0%  
 Women Owned Small Business (WOSB): 1.1%  
 HUBZone-Certified Small Business (HUBZone): 3.0%  
 Veteran-Owned Small Business (VOSB): 0.5%  
 Service-Disabled Veteran-Owned Small Business (SDVOSB): 0.5%  
 Historically Black Colleges & Universities / Minority Institutions (HBCU/MI): %0

Small business prime Offerors may achieve small business participation (meet or exceed MQR) through their own performance/participation as a prime and also through subcontracting to other small businesses. All Offerors are required to submit Small Business Participation Commitment Documents IAW the instructions in Section L. The contractor shall report actual achievement of small business participation results on a periodic basis and shall discuss performance in achieving their small business commitments/requirements.

As part of the source selection evaluation, and in order to receive a rating of Acceptable (see table below), an Offerors Small Business Participation Plan (SBPP), Attachment 0007 - SBPCD and any other supporting narratives, as required, shall demonstrate a feasible approach in meeting the aforementioned small business goals, or explain why any goal cannot be reached. Small business prime contractors will be given credit for their own small business participation.

Each Other Than Small Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by the FAR Clause 52.219-9, Small Business Subcontracting Plan. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both large and small businesses. The Subcontracting Plan is not a requirement for evaluation in the source selection, but rather, a requirement for award to a large business and it will be negotiated, as required, and incorporated into any resultant contract. Evaluation of the Small Business Participation Plan will be performed on an acceptable / unacceptable basis IAW FAR 52.219-8. The Offerors Small Business Subcontracting Plan shall be reviewed IAW with FAR 52.219-9 and AFARS Appendix DD and will be negotiated with any apparent offeror(s) (for other than SBs) at time of contract award.

TABLE 4 Small Business Ratings

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

1. Please note that it is the intent of the Government to award without discussions. However, the right to conduct discussions is reserved by the Government.

2. In accordance with FAR 15.306(d), discussion sessions will be conducted with all Offerors in the competitive range. Offerors in the competitive range will be allowed a minimum of 10 calendar days to submit Final Proposal Revisions.

3. DISCUSSION SCHEDULING The Contracting Officer will schedule discussion sessions and each Offeror will be notified of the time and place at least 10 business days prior to their discussion session. Appropriate security clearances should be provided by the Offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification.

\*\*\* END OF NARRATIVE M0001 \*\*\*