

RESERVED FOR SF33 – NOTE PROPOSAL DUE DATE EXTENSION

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0001	Labor CFFF The contractor shall furnish all labor required to accomplish DO/TOs issued pursuant to the requirements contained in the Statement of Work (SOW) entitled, "Scientific and Engineering Support for Advanced Electronic Warfare," included as Attachment 1. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: AC31		Lot		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
0002	Other Direct Costs COST The Contractor shall furnish necessary ODCs including travel and material/equipment required to accomplish the requirements in the attached Statement of Work. ODCs shall be billed exclusive of fee. Travel will be reimbursed at actual direct cost IAW with the limitations set forth in FAR 31.205-46 and the Joint Travel Regulations. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: AC31		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0003

Data and Reports

The Contractor shall furnish all data as required by the Contract Data Requirements List, DD Form 1423, which is hereby incorporated as Exhibit A.

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

FOB: Destination

PSC CD: AC31

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT	UNIT PRICE	MAX AMOUNT
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0004

Contractor Acquired Property

The Contractor shall deliver all property (including, but not limited to, material, equipment, special tooling, and special test equipment) acquired, fabricated, or otherwise created in support of and using funds obligated under this contract to the Government.

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

FOB: Destination

PSC CD: AC31

MAX COST

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$50,000.00		\$90,502,527.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$50,000.00		\$90,502,527.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$

Section C - Descriptions and Specifications

C-1 STATEMENT OF WORK

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

## Section D - Packaging and Marking

**D-1 PRESERVATION, PACKAGING, PACKING, AND MARKING**

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

**D-2 UNCLASSIFIED AND CLASSIFIED MARKING**

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

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

**D-3 MARKING OF SHIPMENTS AND REPORTS**

The Contractor shall mark all shipments under this contract in accordance with the addition of ASTM-D-3951-20 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

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

Name and business address of the Contractor:

Contract number:

Task order number:

(\*To be completed at the task order level, when applicable.)

Section E - Inspection and Acceptance

**E-1 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington, DC 20375-5320.

Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the 7th day after the final delivery.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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

**CLAUSES INCORPORATED BY REFERENCE**

<p>52.246-9 <u>52.246-6</u></p>	<p>Inspection Of Research And Development (Short Form) <u>Inspection—Time-and-Material and Labor-Hour</u></p>	<p>APR 1984 <u>MAY 2001</u></p>
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## Section F - Deliveries or Performance

**F-1 ORDERING PERIOD**

This is an Indefinite-Delivery, Indefinite Quantity (IDIQ) contract with a 60 month ordering period for each CLIN with an effective date of the contract. Each task order will specify a period of performance.

**F-2 SHIP TO INFORMATION**

All deliverables required under each task order shall be shipped FOB Destination, Naval Research Laboratory, Washington, DC 20375-5320.

All shipments delivered by the Contractor to the Government under this contract shall include the following "Attention To" on the shipping label: \*

Contracting Officer's Representative\*  
Naval Research Laboratory  
Contract Number:\*\*  
Task Order Number:\*  
Building:\*  
Code:\*  
4555 Overlook Avenue, SW  
Washington, DC 23075-5320

(\*To be filled in at the task order level)

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

**F-3 PLACE OF PERFORMANCE**

The primary place of performance of this contract will be the Naval Research Laboratory, 4555 Overlook Ave SW, Washington, DC 20375. Place of performance can differ by task order and will be specified at the task order level.

**F-4 GOVERNMENT FURNISHED PROPERTY**

As applicable, a list of GFP will be incorporated into the task order(s) via attachment, along with the following information:

- The GFP will be provided by (Insert date).
- The Government shall deliver the GFP to the following address: (Insert location)
- Upon completion of the award, the GFP will be returned to (Insert location or TBD, if not known upon issuing the award).

(To be completed at the task order level, when applicable)

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP <del>1530-NOVAUG</del> -2023 TO <del>1429-NOVAUG</del> -2028	N/A	N/A FOB: Destination	
0002	POP <del>1530-NOVAUG</del> -2023 TO <del>1429-NOVAUG</del> -2028	N/A	N/A FOB: Destination	
0003	POP <del>1530-NOVAUG</del> -2023 TO <del>1429-NOVAUG</del> -2028	N/A	N/A FOB: Destination	
0004	POP <del>1530-NOVAUG</del> -2023 TO <del>1429-NOVAUG</del> -2028	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

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

APR 1984  
NOV 1991

## Section G - Contract Administration Data

**G-1 CONTRACT ADMINISTRATION**

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

- (a)
- |                          |   |
|--------------------------|---|
| Contract Specialist      | Rick Savelli, <a href="mailto:Rick.Savelli@nrl.navy.mil">Rick.Savelli@nrl.navy.mil</a> ; (202) 875-9996   |
| NRL Competition Advocate | To be filled in at contract award   |
| Security Matters         | Contracting Officer Representative for Security, Code 1226, (202) 767-2240, DSN 297-2240, email <a href="mailto:security-group@nrl.navy.mil">security-group@nrl.navy.mil</a> .  |
| Safety Matters           | Head Safety Branch, Code 3540, (202)767-2232, <a href="mailto:safety@nrl.navy.mil">safety@nrl.navy.mil</a>  |
| Patent Matters           | Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email <a href="mailto:patents@nrl.navy.mil">patents@nrl.navy.mil</a> .  |
| Release of Data          | Public Affairs Officer, Code 1030, <a href="mailto:FOIA@nrl.navy.mil">FOIA@nrl.navy.mil</a> . For FOIA information, see <a href="https://www.nrl.navy.mil/Contact-Us/FOIA/">https://www.nrl.navy.mil/Contact-Us/FOIA/</a> . |

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

(c) Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below:

- (1) The function at FAR 42.302(a)(51), consent to the placement of subcontracts, is withheld from DCMA ACO administration.

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

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

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

- (1) Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the Contractor how to perform the work.
- (2) Submitting interim and final Contractor Performance Assessment Reports (CPARS) at <https://www.cpars.gov>.
- (3) Quality assurance of services performed or deliveries made
- (4) Inspection and acceptance of services or deliverables
- (5) Ensuring that Government Furnished Property, to include any Contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
- (6) Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.

- (7) Monitoring Contractor's performance and promptly report problems and recommendations for corrective action to the PCO
- (8) Annually, furnish a written report on performance of the Contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
- (9) Attend post award conference, if conducted.
- (10) Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
- (11) Monitoring of funds expended
- (12) Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

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

(\*To be filled in at time of award and at the task order level, if required)

### **G-3 INFORMATIONAL SUBLINE ITEMS**

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

### **G-4 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST REIMBURSEMENT)**

The following payment instructions will be incorporated into resultant task orders when paid via multiple ACRNs and deemed applicable:

In accordance with PGI 204.7108, clauses 252.204-0001 through 0011 are not applicable to this contract; therefore, use PGI 204.7108(d)(12) Other and pay as follows: If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN(s) cited on the contractor's invoice. The non-standard clause (d)(12) "Other" provides a significantly better reflection of how funds will be expended in support of contract performance. One sponsor's funds cannot be used to fund another sponsor's program.

Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment method specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

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

### **G-5 TECHNICAL DIRECTION MEMORANDUM (TDM)**

- (a) For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
  - (1) Assign additional work under the contract;
  - (2) Direct a change as defined in the contract clause entitled "Changes";
  - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
  - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the Contractor.
- (e) TDMs shall include, at a minimum, the following information:
  - (1) Date of TDM,
  - (2) Contract Number,
  - (3) Reference to the relevant portion or item in the Statement of Work,
  - (4) The specific technical direction or clarification,
  - (5) The type of work to be performed, i.e., (a) SETA support or (b) R&D work,
  - (6) A reference to the appropriate CLIN or SubCLIN,
  - (7) The anticipated level of effort, materials and travel expected as a result of the TDM,
  - (8) The JON, Program Element, and associated dollar amount, and
  - (9) The signature of the COR
- (f) CORs shall provide a copy of each TDM with the necessary increment of funds to the Contracting Officer for retention in the official contract file. CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

#### **G-6 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS**

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.

- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Each task order shall be subject to FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds clause, as appropriate.
- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work.
- (e) Task orders issued shall include, but not be limited to, the following information as applicable:
- (1) Date of order
  - (2) Contract number and task/delivery order number
  - (3) For supplies and services, line item number, subline item number (if applicable), description, quantity, and unit price or estimated cost and fee (as applicable). The corresponding line item number and subline item number from the base contract shall also be included
  - (4) Delivery or performance schedule
  - (5) Place of delivery or performance (including cosignee)
  - (6) Any packaging, packing, and shipping instructions
  - (7) Accounting and appropriation data
  - (8) Method of payment and payment office, if not specified in the contract
  - (9) North American Industry Classification System (NAICS) code
  - (10) Level of effort (KO discretion whether to include)
  - (11) DD Form 1423 (Contract Data Requirements List)
  - (12) Estimated Cost Plus Fixed Fee (KO discretion whether to include)
  - (13) DD Form 254 (Contract Security Classification Specifications)
  - (14) List of Government furnished material and the estimated value thereof for each task order
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

#### CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

**Not Applicable**

(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.

**Not Applicable**

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	*
Issue By DoDAAC	N00173
Admin DoDAAC**	*
Inspect By DoDAAC	N00173
Ship To Code	N00173
Ship From Code	*
Mark For Code	N/A
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	N/A
LPO DoDAAC	*
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

**Donna Dargan; [Donna.Dargan@nrl.navy.mil](mailto:Donna.Dargan@nrl.navy.mil); (202) 923-1442**

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

(\* To be filled in at contract award)

(End of clause)

## Section H - Special Contract Requirements

### **H-1 PROVISIONS INCORPORATED BY REFERENCE AT TASK ORDER LEVEL**

The Basic Contract is incorporated in its entirety (unless otherwise noted in the task order) in all task orders. Task orders also may incorporate one or more additional 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.

### **H-2 KEY PERSONNEL**

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

### **H-3 LEVEL OF EFFORT**

- (a) In the performance of each term form Task Order (TO) issued under this contract, the Contractor agrees to provide the level of effort specified in the TO and in accordance with this provision.
- (b) It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the TO. The Contractor is required to notify the Contracting Officer when 85% of the total level of effort of the TO has been expended.
- (c) If, during the term of the TO, the Contractor finds it necessary to accelerate the expenditure of direct labor under the TO to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the TO. If the maximum amount specified in the contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed-fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not

accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by modification of the order and, if necessary, the contract.

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

(e) If the total level of effort specified in each TO is not provided by the Contractor during the term of the TO, the Contracting Officer shall either

(i) reduce the fixed fee of the TO as follows:

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

or;

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

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

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

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

(i) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which incorporated herein applies to each TO under this contract

(j) Annual level of effort is as follows: \*

(\*To be completed in each individual CPFF term type TO)

#### **H-4 GOVERNMENT PROPERTY**

a. Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual task orders, if applicable.

b. Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45.402, Government Property, is required.

c. Disposition of Government Property. Thirty (30) days prior to the end of the task order period of performance, or upon termination of the task order, the contractor shall furnish to the COR a complete inventory of all Government Property in his possession under the task order that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The COR will furnish disposition instructions on all listed property which was furnished or purchased under the TO.

**H-5 NOTICE OF INCORPORATION OF SECTION K**

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

**H-6 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION**

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

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, “DISCLOSURE OF INFORMATION.” As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions); (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

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

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

**H-7 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) Definitions.

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

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

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

- (b) In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the SOW by the Contractor under this Contract.
- (c) It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.
- (d) The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.
  - (1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.
  - (2) The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.
  - (3) Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.
- (e) The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime contractor level.
- (f) The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission

of the Contracting Officer, and that proprietary information shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

- (g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to “Disclosure of Information.”
- (h) The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.
- (i) The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.
- (j) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

#### **H-8     REPORT PREPARATION**

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

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
<a href="#">52.204-27</a>	<a href="#">Prohibition on a ByteDance Covered Application</a>	<a href="#">JUN 2023</a>
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2020
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data--Modifications (DEVIATION 2022-O0001)	OCT 2021
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT 2021
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-18	Ordering	AUG 2020
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-8 (Dev)	Utilization of Small Business Concerns (Deviation 2023-O0002)	DEC 2022
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	OCT 2022
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2020
<a href="#">52.232-7</a>	<a href="#">Payments under Time-and-Materials and Labor-Hour Contracts</a>	<a href="#">NOV 2021</a>
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	JAN 2002
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984

52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
<a href="#">52.243-3</a>	<a href="#">Changes—Time-and-Materials or Labor-Hours</a>	<a href="#">SEP 2000</a>
52.243-7	Notification Of Changes	JAN 2017
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
<a href="#">52.249-6 Alt IV</a>	<a href="#">Termination (Cost-Reimbursement)--Alternate IV</a>	<a href="#">SEP 1996</a>
52.249-14	Excusable Delays	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023 Alt I	Reporting Requirements for Contracted Services (JUL 2021) Alternate I	JUL 2021
<a href="#">252.204-7024</a>	<a href="#">Notice on the use of the Supplier Performance Risk System</a>	<a href="#">MAR 2023</a>
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022

252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	DEC 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	DEC 2022
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (DEVIATION 2022-00006)	NOV 2021

252.246-7001	Warranty Of Data	MAR 2014
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.251-7000	Ordering From Government Supply Sources	AUG 2012

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$50,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$90,502,527.00**;

(2) Any order for a combination of items in excess of **\$90,502,527.00**; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **three (3)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ~~DOA + 60 months; unless FAR 52.217-8 is exercised, in which case 66 months~~ the IDIQ ordering period expiration date + 36 months.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **15 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 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 **60 months**, ~~unless FAR 52.217-8 is exercised, in which case 66 months.~~

(End of clause)

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

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

- Federal Acquisition Regulation (FAR) – <https://www.acquisition.gov/browse/index/far>
- Defense Federal Acquisition Regulation Supplement (DFARS) – <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- Navy Marine Corps Acquisition Regulation Supplement (NMCARS) – <https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>
- Class Deviations – [https://www.acq.osd.mil/dpap/dars/class\\_deviations.html](https://www.acq.osd.mil/dpap/dars/class_deviations.html)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs		05-MAY-2023
Attachment 1	Base IDIQ SOW		04-FEB-2022
Attachment 10	SBPCD		05-MAY-2023
Attachment 2	Task Order SOW		04-FEB-2022
Attachment 3	DD254		25-OCT-2021
Attachment 4	Requirement for On-Site Contractors		05-MAY-2023
Attachment 5	Pre-Award Survey		05-MAY-2023
Attachment 6	Personnel Qualifications		05-MAY-2023
Attachment 7	PP Questionnaire		05-MAY-2023
Attachment 8	Cost Proposal Format Base IDIQ		05-MAY-2023
Attachment 9	Cost Proposal Format Task Order		05-MAY-2023

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

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2020
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.219-7000	Advancing Small Business Growth	DEC 2022
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China	AUG 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Certification	DEC 2022
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2022)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541715**.
- (2) The small business size standard is **1,000 employees**.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(     ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

X (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

**L-1 SECURITY REQUIREMENTS**

Access to classified information is not required to submit a proposal for this effort. However, prospective Offerors shall have the required facility clearance in accordance with attached DD254 (Attachment 3) at the time of proposal submission and, at a minimum, key personnel available with final DoD granted personnel security clearances required for performance of the contract.

Offerors shall make a statement of compliance with all security requirements set forth in the attached DD254. An inability to meet security requirements at the time of proposal submission will result in an offer being deemed nonresponsive and eliminated from the competition.

Exceptions to the Solicitation: FAR 52.215-1(c)(2)(iii) states that page one of an Offeror's proposal must show a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception(s) to the solicitation terms and conditions and must provide complete supporting rationale.

**L-2 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless requested by the Contractor and provided for in any task order under this contract. If Government-Furnished Property (GFP) is required for the performance of any task order under this effort, the task order shall clearly identify what is required and the time it is necessary for uninterrupted performance of the effort. The items identified in any applicable task order will be managed in accordance with GFP regulations.

**L-3 INQUIRIES CONCERNING THE RFP**

Offerors may submit inquiries, questions or comments relating to this solicitation within 14 calendar days from the solicitation issue date via email to the Contract Specialist:

[Rick.Savelli@nrl.navy.mil](mailto:Rick.Savelli@nrl.navy.mil)

The e-mail subject line shall read: "N0017323RTJ01\_RFP Questions"

Offerors shall not contact any other Government personnel identified in this solicitation or its attachments/exhibits except for those identified in Section L-3.

The Government will consider all correspondence, but will not issue individual responses; instead, if appropriate, a solicitation amendment and/or responses will be issued via SAM.gov. No questions will be accepted via phone. Individual meetings with firms will not be scheduled. Voicemails with questions and/or requests for meetings will not receive a response. Questions received after 14 calendar days may not be answered. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

All proposals shall be submitted in accordance with FAR 52.215-1- Instructions to Offerors - Competitive Acquisition, Alternate I.

All proposals must be submitted via email to:

Mr. Rick Savelli, email: [Rick.Savelli@nrl.navy.mil](mailto:Rick.Savelli@nrl.navy.mil)

Mr. Jason Calandrucio, email: [Jason.Calandrucio@nrl.navy.mil](mailto:Jason.Calandrucio@nrl.navy.mil)

Proposals submitted in any other method than email will not be accepted.

Offerors choosing to submit a proposal must do so by the closing date and time provided in Block 9 of the SF33. To be timely, the proposal must be received in its entirety in the designated email inbox by the closing date and time provided in Block 9 of the SF33. A proposal that resides on a Government email server, but has not appeared in the designated email inbox by the due date and time provided in Block 9 of the SF33 will be considered late unless the exception at FAR 52.215-1(c)(3)(ii)(A)(1) applies.

Offerors are responsible for ensuring the Government's receipt of a complete proposal by the closing date and time provided in Block 9 of the SF33. Proposal submission shall be in Adobe, Microsoft Word, and Excel formats. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files).

Due to file size limitations, it is recommended that Offerors submit proposals in separate emails. Each email shall identify the solicitation number, volume number, series number of the email, and Offeror name in the subject line so the Government can easily determine whether all emails have been received (e.g. RFP # \_Offeror Name \_Vol. # \_series # of #):

"N0017323RTJ01\_XXX\_Vol. I\_1 of 5"

For cost and planning purposes, the anticipated award date for solicitation purposes is ~~1530 November-August~~ **2023**.

#### **L-4 PROPOSAL CONTENT**

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. It is the responsibility of the Offeror to present enough information to allow the various technical and management approaches, as well as price, to be meaningfully evaluated without discussions. The Offeror shall include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. Unnecessary elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

##### **(a) Proposal Acceptability**

Comprehensive responses to the requirements of this RFP are required to enable the Government to evaluate the Offeror's understanding of, capabilities, and approaches to accomplish the stated requirements. Proposals shall be submitted in accordance with the instructions herein, and nonconformance with the specified required content may be cause for rejection of the proposal. Offerors are advised that material submitted in excess of that required herein will not be evaluated.

The Offeror's proposal must include all data and information requested by this RFP and it must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the RFP, Statements of Work, Contract Data Requirements List, and all other attachments.

Non-conformance with the instructions provided in this RFP may result in the proposal being deemed ineligible for award. Alternate proposals that depart from stated requirements will not be considered and shall not be submitted.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation entirely on the information presented in the Offeror's proposal with the exception of past performance information.

- (b) The proposal shall be valid for no less than 180 days from the date of RFP closing. The Offeror shall make a clear statement that the proposal is valid until the applicable date as referenced in the RFP.

**L-5 PROPOSAL ORGANIZATION**

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

<b>PROPOSAL VOLUME*</b>	<b>VOLUME TITLE</b>	<b>PAGE LIMIT**</b>	<b>ELECTRONIC COPIES***</b>
Cover Letter	Cover Letter	2	1
Volume I	Technical	50 (all factors combined) Resumes not part of page limit	1
Volume II	Past Performance	20	1
Volume III	Small Business Participation Plan	No Limit	1
Volume IV	Cost/Price	No Limit	1
Volume V	Contract Information	No Limit	1

*\*Each Volume, including Cover Letter shall be in the following format: "Volume #\_Company Name"*

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

*\*\*\*File packaging of electronic documents. All of the proposal files shall be submitted as separate uploads in their native format (e.g. doc, xls, ppt, pdf, etc.). All price breakout information to aid in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format, with all formulas intact, and viewable in Microsoft Excel 2010 or higher.*

**(a) PAGE SIZE AND FORMAT**

Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point font. Use at least one inch margins on the top and bottom and each side. Pages shall be numbered sequentially by volume. In the header of all pages, the Offeror shall include the following information: RFP #, volume # and title, and page #.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 X 17 inches in size. For tables, charts, graphs, and figures the text shall be no smaller than eight point font.

These limitations shall apply to **the electronic copy of the proposal (no hard copies are requested)**, except for the Volume IV – Cost Spreadsheet (Excel). Provide intact Microsoft Office Excel formulas in any spreadsheets. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type "value only" cells. Spreadsheets shall not be protected.

No hyperlinks shall be allowed within the proposal. Proposals shall not be supplemented by any additional package or reference documents.

**(b) COST OR PRICING RELATED DATA**

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

(c) CLASSIFIED INFORMATION

Proposals shall not contain classified information.

(d) INDEXING

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

(e) GLOSSARY OF ABBREVIATIONS AND ACRONYMS

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

**L-6 PROPOSAL VOLUME CONTENTS**

**COVER LETTER**

The proposal volumes discussed below shall be accompanied by a cover letter (letter of transmittal), identifying the Offeror's name, address, Unique Entity ID #, Cage Code, business size, contact information for personnel authorized to negotiate and sign contract documents with respect to your proposal, and all enclosures being transmitted. It shall be used only to transmit the proposal and shall include no other information. The cover letter shall be in accordance with FAR 52.215-1(c)(2).

**VOLUME I – TECHNICAL PROPOSAL**

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

- (a) Table of Contents
- (b) List of Tables and Drawings
- (c) Glossary
- (d) Technical Proposal addressing:
  - Factor 1 – Technical Understanding and Capability
  - Factor 2 – Management Capability
  - Factor 3 – Staffing and Personnel Qualifications

**FACTOR 1 – TECHNICAL UNDERSTANDING AND CAPABILITY**

The Offeror shall address each of the following technical task areas separately, demonstrating its capability, knowledge, and approach to the following technical task areas as it relates to the SOWs:

1. Physics based RF electromagnetics propagation and ship signature analysis
  - a. Experience with the Variable Terrain Radio Parabolic Equation (VTPRE) radio frequency propagation modeling and simulation code (SOW Section 3.2)
  - b. Experience with Radar Target Signature (RTS) to predict RF signature of U.S. Navy ships (SOW Section 3.2)
2. High performance computer processing

- a. Experience in parallelizing computer models of modern anti-ship missile threat to run in real-time without compromising accuracy (SOW Section 3.3)
3. RF modeling and simulation of threats, countermeasures, and ships
  - a. Experience in the development of representations of existing and emergent threats and threat technologies (SOW Section 3.1)
  - b. Experience and subject matter experts in electronic warfare and countermeasure technologies (SOW Sections 3.3 and 3.4)
  - c. Experience and subject matter experts with the Advanced Threat Engineering Process (ATEP) modeling and simulation code (SOW Sections 3.1 and 3.3)
4. EO/IR/Laser modeling and simulation of threats, countermeasures, and ships
  - a. Experience with infrared and laser countermeasure systems for U.S. Navy surface ships (SOW Sections 3.3 and 3.4)
  - b. Experience with infrared seeker simulator systems (SOW Sections 3.3 and 3.4)
  - c. Experience with non-linear optical and ultrafast laser systems (SOW Section 3.7)
  - d. Experience with modeling and simulation of visible/infrared/laser environmental phenomena including the transfer of radiation in a maritime environment (SOW Sections 3.3, 3.4, and 3.7)
  - e. Experience and subject matter experts with ShipIR infrared signature prediction code (SOW Section 3.2)
5. Experience with CRUISE Missile modeling and simulation code in both RF and visible/infrared spectral bands (SOW Sections 3.3 and 3.4)
6. Fleet support and training
  - a. Experience with hardware, software, and human machine interface aspects of U.S. Navy electronic warfare systems (SOW Section 3.11)
7. IT related systems engineering and support (SOW Section 3.9)

The Offeror shall discuss key/critical aspects and challenges associated with the proposed tasks along with its strategy to address/mitigate.

The Offeror shall provide a narrative description that clearly demonstrates the capability, knowledge, and approach, for both prime and subcontractors related to the above technical task areas. The documentation shall be sufficient to support both the prime and any subcontractors' breadth and depth of understanding of the scope of work and provide a feasibility of approach to performing the technical task area described above with particular emphasis on projects with scientific, engineering and technical tasks similar in size, scope, and complexity as it relates to the Base IDIQ SOW (Attachment 1). The narrative description shall include examples of specialized knowledge, capabilities, experience and qualifications, such as internal initiatives, certifications, trainer programs, Government or private industry contracts, joint research projects, participation in industry organizations, and membership in Government councils or other applicable venture.

While the proposal must demonstrate the Offeror's understanding of the requirements, Offerors must also demonstrate the feasibility of their approach to meet those requirements. Clear identification is the sole responsibility of the Offeror.

Proposal contents that appear to be unreasonable, unrealistic, unsupported, unclear, and/or deficient will be evaluated in accordance with Section M. Offerors shall identify technical uncertainties and assumptions within the requirements set forth in this solicitation and provide specific courses of action for their resolution. Offerors are cautioned that failure to provide the necessary information may result in their ratings being downgraded accordingly.

## **FACTOR 2 – MANAGEMENT CAPABILITY**

The Offeror shall provide a narrative description of its management experience on projects with scientific, engineering, and technical efforts similar size, scope, and complexity as those required in the Base IDIQ SOW. This description should clearly demonstrate how the contractor's management plan defines the company's management efforts result in its ability to meet performance requirements, cost, and schedule goals on projects of similar size and complexity.

The Offeror shall include in its proposal a Contract Management Plan (CMP) defining the contractor's approach to implementing the contract. In the CMP, the Offeror shall address its overall management approach and ability to plan, manage, and execute all efforts required by the Base IDIQ SOW, including, but not limited to, quality control, risk management, systems engineering, software development, configuration management and subcontract management. The Offeror shall describe processes to be used by technical leadership to ensure specific subtasks are being performed effectively and efficiently.

**FACTOR 3 – STAFFING AND PERSONNEL QUALIFICATIONS**

Staffing Approach -

To allow the Government to understand the Offerors approach to providing and retaining a qualified workforce, the Offeror shall address the following:

- (a) Address your approach to ensuring a technical understanding of the requirements by your hiring manager, which enables your company to interview and select qualified technical personnel.
- (b) Describe potential challenges in finding hard to fill labor categories that could occur and risk mitigation strategies that could be utilized.
- (c) Describe your approach to retaining highly qualified personnel.
- (d) Describe the approach and provide convincing evidence that the company has, or has the ability to obtain, the non-key personnel for the first task order as described in the Personnel Qualifications document (Attachment 6).

Personnel -

The Offeror shall submit one resume per Key Personnel identified in the Personnel Qualifications document, as well as a statement to the percentage of time the Key Personnel will be assigned and working on the first task order. The Offeror shall not submit resumes for non-key personnel.

Required Key Personnel Resumes (# of resumes):

LABOR CATEGORY
Program Manager IV (1)
Electro-Optical Scientist IV (1)
Electro-Optical Scientist IV (1)
Analyst IV (1)
Analyst IV (1)
Analyst IV (1)
Analyst III (1)
IT Systems Engineer IV (1)
Systems Engineer IV (1)

*NOTE: Redundant labor categories have different education and/or experience requirements*

Each resume shall contain, at a minimum, the following information:

- Employee name
- Current level of security clearance (i.e. TS/SCI, TS, Secret w/ SSBI, Secret, or none) and status
- Current position, title, and employer
- Job titles, employer, and dates, to include the month and year, of employment experience in reverse chronological order, and a narrative description of duties and responsibilities
- Educational history: Degrees and certifications earned, including the institution name, name/title of degree or certification earned, and year for all degrees or certifications earned

The Government may check educational background to verify degrees or certifications received. If the qualification (i.e. education, experience, and clearance) does not readily or easily compare to the minimum required qualification stated in the Personnel Qualifications document, the Offeror shall provide an explanation as to the equality of the proposed qualification to meet the minimum required qualification.

Subcontract agreements and/or Letters of Intent (LOI) shall be provided for all consultants, subcontractors, and personnel not currently on staff if fulfilling a Key Personnel position.

Resumes, subcontract agreements, and LOIs do not count against page limit.

## **VOLUME II - PAST PERFORMANCE**

### **FACTOR 4 - PAST PERFORMANCE**

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

- (a) Table of Contents
- (b) Glossary
- (c) Introduction
- (d) Questionnaires and/or CPARS reports
- (e) Previous Contracting Narratives

In addition to the below, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through CPARS and the Federal Awardees Performance and Integrity Information System, using the CAGE codes of the Offeror and any team members (subcontractors, partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, and any other known sources not provided by the Offeror. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror.

#### **QUESTIONNAIRES AND/OR CPARS REPORTS -**

Offerors shall provide Past Performance Questionnaires (PPQ) (Attachment 7) and/or CPARS Reports with their proposal for a maximum of three relevant efforts either completed or ongoing within the last five years as of the date of this solicitation release.

If an Offeror anticipates utilizing a major subcontractor, teaming arrangement, joint venture, etc., the Offeror may submit PPQs and/or CPARS Reports for the subcontractor, teaming partner, etc., but the maximum of three relevant efforts still applies. In accordance with DFARS 209.571-1, a "major subcontractor" is defined as a subcontractor that is awarded a subcontract that equals or exceeds –

- (i) Both the certified cost or pricing data threshold and 10 percent of the value of the contract under which the subcontract is awarded; or
- (ii) \$55 million

The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts of similar scope and complexity to this solicitation. Similar scope and complexity means having performed the types of support efforts identified in the Base IDIQ SOW for this solicitation. The identified contracts can be with Federal, Commercial, or other customers. For each contract, the Offeror shall identify at least one customer Points of Contact (POCs), and provide the phone number and email address for each.

In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the PPQ for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the PPQ. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contract Specialist on or before the proposal due date. It is the sole responsibility of the Offeror to ensure

customer POCs submit PPQ information to the Government. Electronic submission via email is the only acceptable method.

The Offeror's Past Performance Volume shall contain electronic copies of the first page of the Customer's PPQ and the transmittal letters. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. The Government reserves the right to consider any questionnaire received after the due date and contact those offices that do not respond to the questionnaire.

#### PREVIOUS CONTRACTING NARRATIVES -

For each of the PPQs and/or CPARS Reports submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume II:

- (i) Describe how the scope for this past contract/task order relates to this solicitation in size, scope, and complexity.
- (ii) Describe significant achievements, challenges, or obstacles that were encountered during contract performance and the measures taken to overcome them.
- (iii) Provide performance criteria/measures that were applied in evaluating performance, for each contract identified. The performance criteria/measures should be specific and show the target performance levels that are/were set forth under the applicable contracts as well as the level of performance achieved, for the most recent period of performance of each contract.

### **VOLUME III – SMALL BUSINESS PARTICIPATION**

#### **FACTOR 5 – SMALL BUSINESS PARTICIPATION**

All Offerors, including small businesses, that submit proposals as a prime contractor are required to propose on the extent of their inclusion of small businesses in the performance of the contract, including: small business, small disadvantaged business, women-owned small business, HUBZone small business, and service-disabled veteran-owned small business. The Government's assessment of small business participation and commitment will be measured to determine if small business participation is maximized where applicable. **Small business participation is a separate and distinctly different requirement from the FAR 19.704 requirement for the Contracting Officer to review and accept an Offeror's subcontracting plan.** The small business participation plan is an actual commitment document that addresses the extent of small business utilization in the performance of a contract as outlined in DFARS 215.304(c)(i). The small business participation plan outlines the "specifics," the "how" or the "details" of the Offeror's firm intentions to maximize the utilization of small businesses within this acquisition. The Offeror shall articulate small business contributions to contract performance at the prime contract through first tier subcontract levels. Second and third tier small business subcontractors will not be considered towards the total small business participation percentage.

**All Offerors, including small businesses and those who are DoD Comprehensive Test Program participants, shall submit a small business participation plan as a part of their proposal.** The final Small Business Participation Commitment Document (Attachment 10) will be incorporated into the contract award. In accordance with DFARS 215.304(c)(i), small business participation is an evaluation factor under Section M-3, Factor 5 of this solicitation for both other than small and small business Offerors.

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

1. The extent of participation of small business firms (including those in socioeconomic categories as defined in FAR Part 19) in terms of the percentage of the total acquisition value.

For calculating small business participation goals and dollar values, the “Total Acquisition Value” (TAV) is the Offeror’s total proposed cost/price. The Government must be able to verify that each percentage is based on the total acquisition value. **The percentage of work performed by small businesses that qualify in multiple socioeconomic categories may be counted in each category.** Also, this information shall be provided for each period of performance of the contract (separately for the base and each option period). If the Offeror submits zero percentages, the Offeror shall provide a detailed explanation to address how the Offeror will attempt to achieve small business participation where zero percentages are presented.

2. Small business participation planned for this acquisition: Identification by company name, time frame, type of business, products/services, nature of commitment, dollar value and percent of TAV of the small business utilization planned for this acquisition. Use Table 4 in the Small Business Participation Commitment Document to fulfill this requirement.

## **VOLUME IV - COST/PRICE PROPOSAL**

### **FACTOR 6 - COST/PRICE PROPOSAL**

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

- Table of Contents
- Glossary
- Introduction
- Cost Proposals
  - Base IDIQ (Attachment 8)
  - Task Order (Attachment 9)
- Supporting Documentation

While the Government anticipates establishing reasonableness of pricing through adequate price competition and does not require submission of certified cost or pricing data, Offerors must provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice and are cautioned against unbalanced and unrealistic pricing.

In this procurement, the Government will perform a cost realism analysis of each Offeror’s proposed costs. The burden of cost credibility rests with the Offeror to demonstrate the realism of its proposed costs; as such, the Offeror shall submit substantiating cost data for every cost element it proposes (e.g., direct labor, fringe rate, overhead rate, G&A rate, subcontract costs, etc.). Providing insufficient information to substantiate the realism of an Offeror’s proposed costs may result in a cost adjustment and/or the offer may no longer be considered for award. It is the responsibility of the Prime Contractor to ensure that all subcontractors provide information at this same level of detail regardless of the subcontract pricing arrangement.

#### **COST OR PRICING DATA REQUIREMENT -**

In accordance with FAR 15.403-1(b) and 15.403-4(a), data other than certified cost or pricing data may be required to support a determination of price reasonableness. Data should be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Contracting Officer determines that there is insufficient data available to determine price reasonableness, and none of the exceptions in FAR 15.403-1 apply, the Offeror shall be required to submit additional cost or pricing data.

#### **COST/PRICE PROPOSAL -**

The Offeror shall propose cost for the Base IDIQ and first task order. The SOW for the Base IDIQ and the task order are set forth as Attachments 1 and 2, respectively. **Offerors are notified that the first task order and corresponding SOW represent real work and are not intended to represent a sample task order, ROM, or to satisfy a minimum guarantee. The Government intends to negotiate or award this task order based on initial proposal submissions.**

No pricing information should be included in the technical proposal information.

The Offeror shall submit a cost proposal for the Base IDIQ and a cost proposal for the task order using the formats provided at Attachments 8 and 9, respectively. Both spreadsheets shall be submitted as an Excel workbook, complete with working functions/formulas. The spreadsheets shall not pull any data from sources outside the file. Offerors may add Tabs to the workbooks as necessary to demonstrate how individual cost elements were developed. The spreadsheets may be modified to comply with and properly reflect an Offeror’s accounting system/estimating practices. The Offeror is responsible for ensuring formulas and calculations are correct and intact.

The Prime Contractor and all subcontractors shall provide the information required in Attachment 8 and Attachment 9. All subcontractors are instructed to provide a completed sanitized Attachment 8 and Attachment 9 as part of the prime proposal and to send an unsanitized version, showing the build-up of rates (if applicable), directly to the Government POCs identified in Section L-3.

BASE IDIQ LEVEL-OF-EFFORT (LOE) -

The estimated level of effort for the Base IDIQ is provided in the table below. The provided distribution shall be used by the Offeror in preparing the Base IDIQ cost proposal. If the Offeror uses labor category terminology other than that used in the table below, the Offeror shall provide a matrix clearly relating their proposed labor categories to those in the table below.

LABOR CATEGORY	KEY PERSONNEL	SITE	YEAR 1 HOURS	YEARS 2 HOURS	YEAR 3 HOURS	YEAR 4 HOURS	YEAR 5 HOURS
Program Manager IV	Yes	KTR	1,920	1,920	1,920	1,920	1,920
Electro-Optical Scientist IV	Yes	GOV	1,920	1,920	1,920	1,920	1,920
Electro-Optical Scientist IV	Yes	GOV	1,920	1,920	1,920	1,920	1,920
Analyst IV	Yes	GOV	1,920	1,920	1,920	1,920	1,920
Analyst IV	Yes	GOV	1,920	1,920	1,920	1,920	1,920
Analyst IV	Yes	KTR	1,920	1,920	1,920	1,920	1,920
Analyst III	Yes	GOV	1,920	1,920	1,920	1,920	1,920
IT Systems Engineer IV	Yes	GOV	1,920	1,920	1,920	1,920	1,920
Systems Engineer IV	Yes	KTR	1,920	1,920	1,920	1,920	1,920
Electro-Optical Scientist IV	No	GOV	3,840	3,840	3,840	3,840	3,840
Electro-Optical Scientist III	No	GOV	9,600	9,600	9,600	9,600	9,600
Electrical Engineer IV	No	GOV	7,680	7,680	7,680	7,680	7,680
Electrical Engineer II	No	GOV	7,680	7,680	7,680	7,680	7,680
Systems Engineer IV	No	GOV	5,760	5,760	5,760	5,760	5,760
Software Engineer IV	No	GOV	7,680	7,680	7,680	7,680	7,680
Analyst III	No	GOV	5,760	5,760	5,760	5,760	5,760
Mechanical Engineer IV	No	KTR	1,920	1,920	1,920	1,920	1,920
Mechanical Engineer II	No	KTR	1,920	1,920	1,920	1,920	1,920
Electronics Technician III	No	KTR	1,920	1,920	1,920	1,920	1,920
Electronics Technician II	No	KTR	1,920	1,920	1,920	1,920	1,920

LABOR CATEGORY	KEY PERSONNEL	SITE	YEAR 1 HOURS	YEARS 2 HOURS	YEAR 3 HOURS	YEAR 4 HOURS	YEAR 5 HOURS
IT Systems Engineer III	No	GOV	3,840	3,840	3,840	3,840	3,840
Technical Writer II	No	KTR	1,920	1,920	1,920	1,920	1,920
Administrative Support II	No	KTR	1,920	1,920	1,920	1,920	1,920
<b>TOTAL LABOR HOURS:</b>			<b>80,640</b>	<b>80,640</b>	<b>80,640</b>	<b>80,640</b>	<b>80,640</b>

NOTE: 1,920 hours is used a full time equivalent (FTE)

**TASK ORDER LEVEL-OF-EFFORT (LOE) -**

The estimated level of effort for the task order is provided in the table below. The provided distribution shall be used by the Offeror in preparing the task order cost proposal. If the Offeror uses labor category terminology other than that used in the table below, the Offeror shall provide a matrix clearly relating their proposed labor categories to those in the table below.

LABOR CATEGORY	KEY PERSONNEL	SITE	<u>6-MO. BASE PERIOD</u> <u>YEAR 1 HOURS</u>	<u>YEARS 2 HOURS</u> <u>6-MO. OPTION PERIOD</u>	<u>YEAR 3 HOURS</u>
Program Manager IV	Yes	KTR	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electro-Optical Scientist IV	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electro-Optical Scientist IV	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electro-Optical Scientist III	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electro-Optical Scientist III	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Analyst IV	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Analyst IV	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Analyst III	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electrical Engineer II	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electrical Engineer II	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Systems Engineer IV	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Software Engineer III	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Software Engineer III	No	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Mechanical Engineer IV	No	KTR	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
Electronics Technician III	No	KTR	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
IT Systems Engineer IV	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>
IT Systems Engineer IV	Yes	GOV	<u>960</u> , <u>920</u>	<u>960</u> , <u>920</u>	<u>1,920</u>

LABOR CATEGORY	KEY PERSONNEL	SITE	6-MO. BASE PERIOD YEAR 1 HOURS	YEARS 2 HOURS 6-MO. OPTION PERIOD	YEAR 3 HOURS
IT Systems Engineer III	No	GOV	9601,920	9601,920	1,920
IT Systems Engineer III	No	GOV	9601,920	9601,920	1,920
Technical Writer II	No	KTR	6001,200	6001,200	1,200
Administrative Support II	No	KTR	9601,920	9601,920	1,920
<b>TOTAL LABOR HOURS:</b>			<b>19,80039,600</b>	<b>19,80039,600</b>	<b>39,600</b>

NOTE: 1,920 hours is used a full time equivalent (FTE)

OTHER DIRECT COSTS (ODC) -

ODC will be included in the total evaluated cost. ODC will be cost-reimbursable and not include fee. ODCs will contain costs that are unique to the project that are presently unknown. ODC's do not include subcontractor labor and/or management costs.

The Offeror shall utilize the following “Plug” data for the respective cost proposal spreadsheet and apply any relevant indirect costs. The calculated amounts (ODC “plug” amounts plus indirect costs) from the spreadsheet may be used to complete Section B pricing (task order only).

BASE IDIQ -

ODCs	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Travel	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
Materials/Equipment	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00

TASK ORDER -

ODCs	6-MO. BASE PERIOD YEAR 1	6-MO. OPTION PERIOD YEAR 2	YEAR 3
Travel	\$25,000.00\$50,000.00	\$25,000.00\$50,000.00	\$50,000.00
Materials/Equipment	\$975,000.00\$1,950,000.00	\$975,000.00\$1,950,000.00	\$1,950,000.00

SUPPORTING DOCUMENTATION -

The Offeror shall provide a narrative describing the basis of estimate and any assumptions made by cost element to include:

- Direct Labor Rates:

Methodology and rationale for determining direct labor rates, salary ranges and/or direct labor rate composite(s), as applicable. If the Offeror does not currently have employees to fulfill the duties under a specific labor category under which they want to propose, the Offeror must explain its methodology for establishing prime contractor labor rates for such categories.

- Indirect Rates:

Unless the Offeror has an agreement with the Defense Contract Audit Agency (DCAA) on forward pricing or Provisional Billing Rates (PBR), the Offeror shall attach the latest indirect cost projections showing the details used in the computation of all the indirect rates used in this offer (i.e. dollar amounts for various accounts comprising overhead, General and Administrative (G&A), etc. pools). The Offeror shall provide the last three years of incurred indirect as well as projections of the allocation basis (including their composition) and show the rate calculations.

- If the Offeror's indirect rates have been audited by any Government agency, the Offeror shall state by whom the audit was conducted, when the rates were approved, and the period for which the rates are effective. The Offeror shall submit a copy of the latest signed Forward Pricing Rate Agreement, Forward Pricing Rate Recommendation, and/or PBR including all applicable rates. If the proposed rates are significantly different, the reason(s) shall be stated. The name, address, and phone number of the Government agency that performed the audit shall be provided. The projected indirect rates for subsequent periods shall be provided.
- Provide a methodology used in computing indirect costs. Identify all indirect cost rates (such as, fringe benefits, labor overhead, material overhead, G&A, Cost of Money (COM), etc.) and applicable allocation bases. If composite rates are used, provide the calculations used in deriving the composite rates.

- Escalation:

Methodology used to compute escalation over the 60 month period.

- Subcontractors:

If the Offeror's proposed approach includes subcontractor(s), the Offeror shall include a copy of subcontractor's sanitized cost proposal utilizing the format provided at Attachment 8 and Attachment 9, and the prime contractor's cost/price analyses completed in accordance with FAR 15.404-3(b). Subcontractor shall also submit its unsanitized proposal, showing the build-up of rates (if applicable), under separate cover directly to the Contracting Office.

- Subcontractors shall include the following information when sending directly to the Government contracting POCs identified in Section L-3:
  - Email Subject: "N0017323RTJ01\_Sub-Cost Proposal (Base IDIQ or Task Order)\_SUB NAME\_PRIME NAME"
  - Document Name: "N0017323RTJ01\_Sub-Cost Proposal (Base IDIQ or Task Order)\_SUB NAME\_PRIME NAME"

- Total Compensation Plan:

In accordance with FAR 52.222-46, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives.

- Uncompensated Overtime:

The Offeror shall submit its policy on uncompensated overtime (see FAR 52.237-10), including the practices used to estimate uncompensated overtime.

- Verification of Accounting System:

To be eligible for award of a cost-reimbursement contract, Offerors must have verification from DCAA or the Defense Contract Management Agency (DCMA) of an accounting system that has been audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1). As such, the Offeror must provide contact information (i.e., name, phone number, address, and email address) of its representative at its cognizant DCAA or DCMA agency, a copy of the DCAA Audit Verification report stating that DCAA has approved the accounting system, or provide a completed Checklist on the Pre-Award Survey of Prospective Contractor Accounting System (SF 1408) (Attachment 5) for submission to DCAA. If the Offeror does not have audit verification of an adequate accounting system, but is certain that its accounting system has been found adequate in accordance with FAR 16.301-3(a)(1), NRL will contact the cognizant audit representative to verify the adequacy of the Contractor's accounting system. It is the Offeror's responsibility to provide with its proposal current and correct contact information. If, after reasonable efforts, the Government is unable to obtain audit verification from the contact provided, it may be determined that the Offeror is ineligible for award of a cost-reimbursement contract. the offer will be rejected.

To be eligible for award of a time-and-materials (T&M) contract, the Contracting Officer shall ensure the adequacy of the contractor's accounting system. To assist with this process, Offerors that are not eligible for a cost-reimbursement contract shall provide documentation/evidence that its accounting system will permit timely development of all necessary cost data in the form required for a T&M contract.

- Financial Capacity:

Apparent successful Offerors are subject to a responsibility determination in accordance with FAR Subpart 9.1. The Offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

## **VOLUME V – CONTRACT INFORMATION**

### SECTION A: SOLICITATION/CONTRACT FORM -

The Contractor shall complete Blocks 15 and 16, and sign and date Blocks 17 and 18 of the solicitation, and if applicable, Block 14 for acknowledgement of all amendments. Signature by the Offeror on the solicitation constitutes an offer, which the Government may accept.

The Offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid 180 days from the date of the solicitation closing date.

### SECTION H: SPECIAL CONTRACT REQUIREMENTS -

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

### SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS -

Completed representations, certifications, acknowledgements, and statements.

### SECTION L: INSTRUCTIONS TO OFFERORS -

Any information required to be submitted regarding assertions.

### OTHER -

Security Requirements: Offeror shall make a statement of compliance with all security requirements set forth in the attached DD254. An inability to meet security requirements at the time of proposal will result in an offer being deemed nonresponsive and eliminated from the competition.

Exceptions to the Solicitation: FAR 52.215-1(c)(2)(iii) states that page one of an Offeror's proposal must show a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.

## POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to FAR 9.5 and the definitions provided therein:

### (a) Definitions

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

### (b) Purpose

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

### (c) Description of the Effort

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

### (d) Disclosure Statement

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

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

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

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

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JUL 2021
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
<u>52.216-29</u>	<u>T&amp;M/LH Proposal Requirements—Other Than Commercial Acquisition with Adequate Price Competition</u>	<u>NOV 2021</u>
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7008	Only One Offer	DEC 2022
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors	DEC 2022
252.215-7016	Notification to Offerors--Postaward Debriefings	DEC 2022
<u>252.216-7002</u>	<u>Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-commercial products and commercial services Acquisition with Adequate Price Competition</u>	<u>JAN 2023</u>

#### CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Single-Award Indefinite Delivery/Indefinite Quantity contract with the ability to issue Cost-Plus-Fixed-Fee and/or T&M task orders** resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Control Desk, Code 3200, Bldg. 222 Rm. 115, Naval research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.**

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

(End of provision)

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

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

- Federal Acquisition Regulation (FAR) – <https://www.acquisition.gov/browse/index/far>
- Defense Federal Acquisition Regulation Supplement (DFARS) – <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
- Navy Marine Corps Acquisition Regulation Supplement (NMCARS) – <https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx>
- Class Deviations – [https://www.acq.osd.mil/dpap/dars/class\\_deviations.html](https://www.acq.osd.mil/dpap/dars/class_deviations.html)

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

## Section M - Evaluation Factors for Award

### **M-1 BASIS OF AWARD**

The Government intends to make award to that responsible vendor whose proposal is determined to be the best overall value to the Government in accordance with the established criteria and rating methodology set forth in the RFP.

The evaluation will be based on a complete assessment of each Offeror's technical proposal, past performance information, and cost proposal. Within the best value continuum, the Government will employ a Price/Technical Tradeoff analysis of both price and non-price factors (FAR 15.101-1) in evaluating each proposal submitted. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced Offeror or other than the highest technically rated Offeror. A best value analysis will not be performed or developed for any Offeror whose proposal is found to be technically unacceptable or unsatisfactory in any other factor.

All proposals shall be subject to evaluation by a team of Government personnel.

Proposals will be assessed on how well each Offeror's proposal meets the solicitation requirements and the risks associated with the Offeror's approach. Determining how well the Offeror's proposal meets the solicitation requirements will be accomplished in two steps. First, a determination will be made if the Offeror's proposal meets the solicitation requirements. Next, the discriminators will be identified for the proposals reflecting the unique significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government. In order to make a sound selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the significant strengths, strengths, significant weaknesses, weaknesses, and deficiencies (in terms of the evaluation criteria) will be utilized to facilitate the process of determining which proposal presents the best overall value to the Government.

The Offerors will receive one overall rating value for the non-price proposal evaluation factors. Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror for award of the contract contemplated by this solicitation. The Contracting Officer may reasonably determine that the superior personnel and staffing ability, technical understanding and capability, and/or management capability merits a higher price, and therefore represents the best value to the Government. The Contracting Officer, using sound business judgment, will base the selection decision on the integrated assessment of the Offeror(s)' non-price factors and price factor measured against the evaluation criteria listed below.

Award will only be made to an Offeror that has no OCI as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that Technical proposals may be evaluated without consideration of any proposed Subcontractor which is deemed to have an organizational conflict of interest and for which an unsatisfactory mitigation plan has been proposed. Failure by an Offeror that has identified a potential OCI or to submit an OCI mitigation plan with its proposal shall no longer being considered for award.

### **M-2 EVALUATION FACTORS FOR AWARD**

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

Each proposal shall be evaluated in accordance with the factors listed in the table below.

<b>EVALUATION FACTORS</b>
Factor 1 - Technical Understanding, Capability, and Approach
Factor 2 - Management Capability
Factor 3 - Staffing and Personnel Qualifications
Factor 4 - Past Performance
Factor 5 - Small Business Participation
Factor 6 - Cost/Price

### **Order of Importance:**

Factor 1 - Technical Understanding, Capability, and Approach, Factor 2 - Management Capability, and Factor 3 – Staffing and Personnel Qualifications are equally important.

Factor 1 - Technical Understanding, Capability, and Approach, Factor 2 - Management Capability, and Factor 3 – Staffing Personnel Qualifications are each more important than Factor 4 - Past Performance, Factor 5 Small Business Participation, and Factor 6 - Cost/Price.

All evaluation factors other than cost or price, when combined, are significantly more important than Factor 6 - Cost/Price. However, as non-price factors become closer in perceived value, price considerations will become more important. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced Offeror or other than the highest technically rated Offeror

To be considered for award, a rating of no less than “Acceptable” must be achieved for Factors 1 - 3. An “Unacceptable” evaluation rating for any factor will result in an “Unacceptable” Factor and will render the Offeror ineligible for award and no further analysis will be conducted.

### **M-3 EVALUATION OF FACTORS**

#### **FACTOR 1 - TECHNICAL UNDERSTANDING, CAPABILITY, AND APPROACH**

The Government will evaluate the degree to which the Offeror's technical proposal clearly demonstrates the capability, knowledge, and approach, for both Prime and Subcontractors in performing all task areas identified at Section L-6, Factor 1. The degree to which the Offeror demonstrates an overall understanding of the scope of work and provides an approach to performing the tasks areas identified at Section L-6, Factor 1, with particular emphasis on projects with scientific, engineering and technical tasks similar in size, scope, and complexity to those required in the Base IDIQ SOW. The documentation should be sufficient to support both the Prime and Subcontractors’ breadth and depth of experience as it relates to the Base IDIQ SOW and should clearly demonstrate:

- (1) The relationship between the company’s experience and the tasks areas;
- (2) Prior or current programs in the task areas;
- (3) Key/critical aspects and challenges associated the task areas with a strategy to address/mitigate;
- (4) Technical understanding of all task areas; and
- (5) Feasibility of approach

#### **FACTOR 2 - MANAGEMENT CAPABILITY**

The proposal will be evaluated on the Offeror’s demonstrated management capability and success in managing projects of similar size, scope, and complexity as those required in the Base IDIQ SOW. The Government will evaluate the extent to which the Offeror’s proposed approach for managing the contract effort, and its organizational structure, internal management and communications processes/tools, will enable successful performance of the Base IDIQ SOW requirements.

The Government will evaluate whether the Offeror presents a management plan that provides an integrated

team with a coordinated approach to work performance, demonstrates a clear understanding of solicitation requirements, and demonstrates the Offeror's management ability and success in managing projects of similar size, scope, and complexity as those required in the Base IDIQ SOW.

The proposal will also be evaluated on the adequacy of the Offeror's CMP demonstrating the Contractor's plan for an effective quality control program, risk management program, systems engineering program, software development program, configuration management program, and subcontract management program to ensure services are performed in accordance with this Base IDIQ SOW.

### FACTOR 3 - STAFFING AND PERSONNEL QUALIFICATIONS

Staffing and Personnel Qualifications will be evaluated on the Offeror's ability to provide personnel in accordance with the Personnel Qualifications document to carry out the Base IDIQ SOW. For non-key personnel, the Offeror will be evaluated on its approach and ability to provide or to recruit, retain and train adequate staff with the requisite skill-sets and security clearances to meet the requirements of the Base IDIQ SOW by the start of contract ordering period.

The proposal will be evaluated on the availability of proposed key personnel to support the effort, and the extent to which the proposed key personnel satisfy the minimum required qualifications for key personnel. The evaluation will consider any qualifications that exceed the minimum qualifications (e.g., greater education, additional years of experience, relevant experiences, certifications, etc...) and whether those qualifications will benefit the Government.

The Government will evaluate the degree to which required resumes demonstrate the Offeror's knowledge and ability to successfully meet requirements of the Base IDIQ SOW and related competencies, the relevant experience the proposed personnel have in performing each of the Base IDIQ SOW areas, the level of the personnel's relevant education and training, the personnel's security clearances, and the overall quality of key personnel proposed (resumes).

The Government will evaluate the Offeror's demonstrated ability to provide the specific personnel to this effort. Failure to submit resumes and LOIs for key personnel, as required, will result in an unacceptable rating.

Key personnel, as identified in this RFP, shall be currently employed by the Offeror or documentation included showing their immediate availability. A statement of commitment by the Offeror that specific personnel will be committed to the effort is essential, and the amount of effort each will be performing against the first task order. Failure to submit the appropriate documentation showing the availability of the proposed key personnel may result in an unacceptable rating, rendering the proposal unawardable.

### FACTOR 4 - PAST PERFORMANCE

Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. Each Offeror's (and major subcontractor, team partner, etc., if applicable) past performance will be reviewed to determine recency, relevancy, and the quality of performance on the past contracts. A past performance relevancy rating and confidence assessment rating will be assigned based on the Offeror's overall record of recency, relevancy and quality of performance.

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

The Government may consider past performance information obtained from sources other than those identified by the Offeror to evaluate an Offeror's or subcontractors' past performance, including Federal, State, and local

Government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror or subcontractors.

#### FACTOR 5 - SMALL BUSINESS PARTICIPATION

The Government will evaluate small business participation and commitment as measured against the Total Acquisition Value (TAV). As a part of this evaluation, the Government will consider each Offeror's commitment to use small business:

- (a) To be acceptable, the Offeror must demonstrate a plan to meet or exceed its proposed goals for the participation of small business firms (including those in socioeconomic categories as defined in FAR Part 19) in terms of the percentage and dollars of the total acquisition value.
- (b) To be acceptable, the Offeror must describe its use of small businesses in terms of the complexity and variety of work to be performed.
- (c) To be acceptable, the Offeror must describe the type of agreements and/or commitments to use small business firms under the contract.
- (d) To be acceptable, the Offeror must explain the specific initiatives and strategies that will be used under the contract to enhance small business utilization and capabilities.
- (e) To be acceptable, the Offeror must describe the process used to ensure the proper flow down of requirements, process management and performance assessments of small business utilization at the first tier.

#### FACTOR 6 - COST/PRICE

Cost/Price evaluation will be based on an analysis of the completeness of the cost and pricing data, realism, and reasonableness. Cost Completeness means the proposed costs are adequately identified, estimated and supported.

Cost Realism (FAR 2.101) means the proposed costs are (1) realistic for the work to be performed, (2) reflect a clear understanding of the requirements, and (3) are consistent with the various elements of the Offeror's technical proposal. Cost reasonableness (FAR 31.201) is defined as reasonable if the cost does not exceed the amount incurred by a prudent person in the conduct of a competitive business. The overall evaluated price, inclusive of base and all options, shall be evaluated to ensure that it is fair and reasonable.

The Government will also evaluate the Total Compensation Plan in accordance with FAR 52.222-46 for realism to include salaries, fringe benefits and company policies and procedures to ensure it reflects the Offeror's ability to provide uninterrupted high-quality work. Proposed prices will be evaluated for unbalanced pricing.

#### **M-4 EVALUATION METHODOLOGY**

Proposals will be reviewed first to determine the adequacy of the response in complying with the requirements of the RFP, including proposal submission instructions and mandatory security requirements.

##### **M-4-1 TECHNICAL EVALUATION METHODOLOGY**

Factor 1 - Technical Understanding, Capability, and Approach, Factor 2 - Management Capability, and Factor 3 - Staffing and Personnel Qualifications are considered Technical Factors and will be evaluated and rated using the following Evaluation Methodology.

A Combined Technical/Risk Rating methodology will be used to determine the rating of each factor.

The Combined Technical/Risk Ratings, excerpted below, focuses on consideration of risk in conjunction with the significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining

technical ratings of the Offeror’s proposal. The color rating depicts how well the Offeror’s proposal meets Factor 1-3 requirements.

The following adjectival ratings and rating definitions will be used for each of the three factors. Each factor will be assigned a Technical/Risk Rating:

**COMBINED TECHNICAL / RISK RATING**

<b>COLOR</b>	<b>RATING</b>	<b>DESCRIPTION</b>
Blue	Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

The associated risk descriptions are as follows:

<b>RISK</b>	<b>DESCRIPTION</b>
Low	Proposal may contain weakness/weaknesses which have low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor emphasis and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may have a moderate potential to cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome any difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to have high potential to cause significant disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will unlikely be able to overcome any difficulties.
Unacceptable	Proposal contains a deficiency or a combination of significant weaknesses that causes an unacceptable level of risk of unsuccessful performance.

Significant strengths, strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies ratings in the description block of the above two tables are defined as follows:

<b>RATING</b>	<b>DEFINITION</b>
Significant Strength	An aspect of an Offeror’s proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance.
Strength	An aspect of an Offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Uncertainty	An aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).
Deficiency	A is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

*NOTE: To be considered for award, a rating of no less than “Acceptable” must be achieved for each technical factor.*

**M-4-2 PAST PERFORMANCE EVALUATION METHODOLOGY**

The Government will evaluate the Offeror’s (and major subcontractor, team partner, etc., if applicable) record of past and current performance within the last five years from date of this solicitation release to ascertain the probability of successfully performing the required efforts of the Base IDIQ SOW. 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 rating” and its proposal will not be evaluated either favorably or unfavorably on past performance.

There are three aspects to the past performance evaluation: recency, relevancy and quality, which will form the basis of the performance confidence assessment:

RECENCY:

The first aspect of the past performance evaluation is to assess the recency of the Offeror’s past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. For this acquisition, recency is defined as past performance references within the last five years as of the date of this solicitation release.

RELEVANCY:

The second aspect of the past performance evaluation is to assess the Offeror’s past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. The following criteria will be used to establish what is relevant, which shall include similarity of service/support, complexity; dollar value, contract type, and degree of subcontract/teaming.

PAST PERFORMANCE RELEVANCY RATING:

<b>RATING</b>	<b>DESCRIPTION</b>
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.

QUALITY:

The third aspect of the past performance evaluation is to establish the overall quality of the Offeror’s past performance by determining how well the contractor performed on the recent and relevant contracts. The past performance evaluation conducted in support of this source selection does not establish, create, or change the

existing record and history of the Offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the Offeror performed those past contracts. Evaluators will review all past performance information collected and determine the quality of the Offeror’s performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance confidence assessment rating is based on the Offeror’s overall record of recency, relevancy, and quality of performance.

**PERFORMANCE CONFIDENCE ASSESSMENT:**

The final step is to arrive at a single consensus performance confidence assessment for the Offeror, selecting the most appropriate rating from the chart below. This rating considers the assessed quality of the relevant/recent efforts gathered:

**PERFORMANCE CONFIDENCE ASSESSMENT:**

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

**M-4-3 SMALL BUSINESS PARTICIPATION – EVALUATION METHODOLOGY**

The Government will assess the Offeror’s submissions to this factor for adequacy of the proposed Small Business Participation Plan. To be acceptable, the Offeror shall provide a complete and responsive small business participation plan.

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

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

**M-4-4 COST/PRICE EVALUATION METHODOLOGY**

The Cost/Price proposals will be evaluated for cost realism, reasonableness, and completeness in accordance with FAR Part 15.404-1. Cost, while being an important factor, is not in and of itself the determining factor in the selection of successful Offeror for award of the contract contemplated by this solicitation. The total evaluated amount of the proposed costs will be used in determining best value. Providing insufficient information to substantiate the realism of an Offeror’s proposed costs may result in a cost adjustment and/or may render the offer no longer being considered for award. The Cost/Price proposals will be evaluated using the analysis techniques at FAR 15.404-1, including but not limited to the following:

#### COST ANALYSIS:

When applicable, The Government will conduct a cost analysis by evaluating the separate cost elements and fee (if applicable) in the Offeror's cost proposals to determine a fair and reasonable price and to assist in determining cost realism.

The Offeror's proposed escalation will be evaluated in accordance with current and projected rates from the Department of Labor (DOL), Bureau of Labor Statistics (BLS), and/or other market resources.

#### COST REALISM:

When applicable, The Government will conduct a cost realism analysis of each proposal (including Prime and Subcontractor) to ascertain the cost risk associated with the Offerors' understanding of the Government's requirements. The cost realism analysis is the process of independently reviewing and evaluating specific elements of the Offeror's proposed cost estimate to determine whether the proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirements, are verifiable, and are consistent with the various aspects or methods of performance and team composition and capabilities described in the Offeror's Technical and Past Performance Volumes. To verify and facilitate the evaluation of proposal information requested in Section L of this solicitation, information may be obtained from other sources including, but not limited to, DCAA, DCMA, U.S. Department of Labor, Global Insight indices and any other resource available to the Government. The result of the realism evaluation will be a determination of the most probable cost to the Government of performance for the contractor. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in the trade-off evaluation to determine best value. Because, in a competitive environment, an Offeror is incentivized to propose the lowest possible price, downward cost adjustment will generally not be made. However, when a cost realism analysis indicates that a proposed cost is unrealistically low, an upward adjustment may be made, based on the Government's best estimate of the cost the Offeror will incur for that cost element.

Any inconsistencies between proposed technical performance and cost/price, whether real or apparent, should be explained in the Offeror's proposal. Offerors are cautioned that to the extent proposed costs appear unrealistic; the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. The burden of proof for cost credibility rests with the Offeror. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may impact technical/management ratings or the Offer may no longer be considered for award.

NOTE: The Government reserves the right to consider reasonable and realistic substantiating data from any other sources. Such sources include, but are not limited to: historical performance data from NRL contracts, information from DCAA, and information from DCMA. If Offerors are aware of any contradictory cost data, particularly recent audits or performance data that indicate higher costs than their proposed costs, Offerors should explain why the substantiating data they provide is a more realistic estimate of the costs they would incur during performance than the contradictory data. Nevertheless, the Government is under no obligation to identify and use any cost realism data other than that provided by the Offeror, including any it already possesses. Offerors bear the entire responsibility of submitting cost realism substantiating data to support its proposed costs.

#### PRICE ANALYSIS:

Each Offerors' evaluated prices, inclusive of base and all options, shall be evaluated to ensure that it is fair and reasonable. The Government intends to make a determination of fair and reasonable pricing on the basis of adequate competition. However, in accordance with FAR 15.404-1, the Government may use any of the analytical techniques in that section either single or in combination with each other to determine that the final price is fair and reasonable.

The Government's price analysis of the Offeror's proposal will include a specific analysis of the Offerors fully burdened labor rates. The Governments will utilize the methods identified in FAR 15.404-1(b). The Government will

utilize the price information provided in the Offeror's Cost/Price proposal and other sources to determine if the proposed fully-burdened labor rates are fair and reasonable. Fully-burdened labor rates that are determined to be unrealistically high or low may be reflective of a high risk proposal.

If after receipt of proposals, the Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR 15.403-1(b) apply, the Offeror may be required to provide certified cost and pricing data in accordance with FAR 15.403-4.

#### EVALUATION OF OPTIONS:

The Government will evaluate offers for award purposes by adding the total price for all options (including FAR 52.217-8) to the total price for the ~~task order~~<sup>basic</sup> requirement. The Government may determine that an offer is unacceptable if the option price(s) are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

FAR 52.217-8, Option to Extend Services, is incorporated in the solicitation. The total evaluated price will also include the six-month performance period permitted under the clause, to account for a situation where invoking of the clause, in whole or part, becomes necessary. Considering FAR 52.217-8 may be exercised at the end of the performance period, for evaluation purposes, pricing for the extension in FAR 52.217-8 will be calculated by taking ~~100~~<sup>50</sup>% of the ~~final six-month~~ option ~~period~~<sup>year</sup> price and applying the Offeror's proposed escalation rate to that amount. Offerors SHALL NOT propose the six-month pricing.

#### TOTAL COMPENSATION PLAN:

The Offeror's compensation plan will be evaluated against the criteria outlined in FAR 52.222-46. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation.

#### **M-5 ONE OFFER**

In the event that only one proposal is received, the Government reserves the right to conduct a less formal evaluation of the proposal (e.g. a single technical representative may evaluate the technical proposal). A technical analysis of the proposal will be performed to determine the extent in which it meets and/or exceeds the elements/requirements contained in the evaluation factors for award. A report will be prepared detailing the findings and recommendations to the SSEB. Certified Cost and Pricing Data will be obtained from the Offeror and the Team Lead of the Cost/Price Evaluation Team will assist with negotiations (if required).

#### **M-6 COMPETITIVE RANGE DETERMINATION AND DISCUSSIONS**

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

#### **M-7 FINAL PROPOSAL REVISIONS**

If discussions are deemed necessary with Offerors, upon completion of those discussions, the Contracting Officer will request that the Offerors provide a Final Proposal Revision (FPR). Revisions to any volume(s) shall be submitted by providing two electronic copies, one "clean" copy, and one with "track changes." The Offeror is advised that any changes to the proposal in the FPR shall be fully addressed and/or explained and reflected in the

proposed price. Failure to comply with this requirement can adversely influence the evaluation of the proposal. The Contracting Officer will establish a common due date and time for submission of the FPR.

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

**M-8 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS**

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

(End of Solicitation)