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<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1	OF 1	PAGES 90	
2. CONTRACT NO.		3. SOLICITATION NO. N0017323RSD01		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 17 Dec 2022		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NAVAL RESEARCH LABORATORY 4655 OVERLOOK AVE, SW WASHINGTON DC 20375			CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)			CODE		
			<b>See Item 7</b>						
TEL:						TEL:			
FAX:						FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>ELECTRONIC SUBMIT ONLY</u> until <u>03:00 PM</u> local time <u>01 Feb 2023</u> (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:			A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>									
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION	
<b>PART I - THE SCHEDULE</b>						<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES	28 - 41
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 10	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			11	X	J	LIST OF ATTACHMENTS	42
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X	E	INSPECTION AND ACCEPTANCE			13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	43 - 59
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA		28. AWARD DATE	
TEL:						EMAIL:		(Signature of Contracting Officer)	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LABOR CPFF FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL COST FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODC COST Including Materials/Equipment. Note: Any purchases of materials or equipment with a total line item value greater than \$40,000 will require approval by both the COR and the Contracting Officer after review of supporting justifications prior to purchase. FOB: Destination PSC CD: AJ12		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DATA  See Exhibit A. Not separately priced. FOB: Destination PSC CD: AJ12		Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	LABOR CPFF FOB: Destination PSC CD: AJ12		Lot		

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	TRAVEL		Lot		
OPTION	COST				
	FOB: Destination				
	PSC CD: AJ12				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	ODC		Lot		
OPTION	COST				
	Including Materials/Equipment. Note: Any purchases of materials or equipment with a total line item value greater than \$40,000 will require approval by both the COR and the Contracting Officer after review of supporting justifications prior to purchase.				
	FOB: Destination				
	PSC CD: AJ12				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	DATA  See Exhibit A. Not separately priced. FOB: Destination PSC CD: AJ12		Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	LABOR CPFF FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	TRAVEL COST FOB: Destination PSC CD: AJ12		Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	ODC COST Including Materials/Equipment. Note: Any purchases of materials or equipment with a total line item value greater than \$40,000 will require approval by both the COR and the Contracting Officer after review of supporting justifications prior to purchase. FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	DATA See Exhibit A. Not separately priced. FOB: Destination PSC CD: AJ12		Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	LABOR CPFF FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	TRAVEL COST FOB: Destination PSC CD: AJ12		Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	ODC COST Including Materials/Equipment. Note: Any purchases of materials or equipment with a total line item value greater than \$40,000 will require approval by both the COR and the Contracting Officer after review of supporting justifications prior to purchase. FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	DATA		Lot		
	See Exhibit A. Not separately priced.				
	FOB: Destination				
	PSC CD: AJ12				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	LABOR		Lot		
	CPFF				
	FOB: Destination				
	PSC CD: AJ12				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	TRAVEL COST FOB: Destination PSC CD: AJ12		Lot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	ODC COST Including Materials/Equipment. Note: Any purchases of materials or equipment with a total line item value greater than \$40,000 will require approval by both the COR and the Contracting Officer after review of supporting justifications prior to purchase. FOB: Destination PSC CD: AJ12		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

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0001

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004			Lot		
OPTION	DATA				

See Exhibit A. Not separately priced.  
FOB: Destination  
PSC CD: AJ12

---

NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

**SECTION C**

**STATEMENT OF WORK**

**C-1 STATEMENT OF WORK**

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

Section D - Packaging and Marking

PACKAGING AND MARKING

**SECTION D**

**PACKAGING AND MARKING**

**D-1 PACKAGING AND MARKING**

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

**D-2 MARKING OF SHIPMENTS AND REPORTS**

The Contractor shall mark all shipments under this contract in accordance with the addition of ASTM-D-3951-18 "Standard Practice for Commercial Packaging" in effect on the date of the contract. The Contractor shall comply with FED STD 313-F (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: \*

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

\*To be completed upon Award

**D-3 UNCLASSIFIED AND CLASSIFIED MARKING**

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with Part 117 of Title 32, Code of Federal Regulations (CFR).

Section E - Inspection and Acceptance

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, Stennis Space Center. Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the fourteenth (14th) day after the final delivery.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

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

**CLAUSES INCORPORATED BY REFERENCE**

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

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

**F-1 PLACE OF PERFORMANCE**

The principal place of performance of this contract shall be at the Naval Research Laboratory located at the Stennis Space Center in Hancock County, Mississippi. Other locations may be designated by the COR during contract execution.

**F-2 PERIOD OF PERFORMANCE**

The work under this contract (CLIN 0001 through CLIN 4004) shall commence on date of award and be completed no later than 12 months thereafter. The remaining four, 12 month option periods shall be exercised at the sole right of the Government. Performance under this contract shall not exceed 60 months total.

<u>CLIN</u>	<u>PERIOD OF PERFORMANCE</u>
0001	12 months
0002	12 months
0003	12 months
0004	12 months
1001	12 months
1002	12 months
1003	12 months
1004	12 months
2001	12 months
2002	12 months
2003	12 months
2004	12 months
3001	12 months
3002	12 months
3003	12 months
3004	12 months
4001	12 months
4002	12 months
4003	12 months
4004	12 months

**F-3 PLACE OF DELIVERY —FOB DESTINATION**

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

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

**Naval Research Laboratory:**

Receiving Officer  
Naval Research

Laboratory  
Contract Number       \*  
ATTN:                   \*  
CODE:                   7350  
LOCATION:                US NAVAL RESEARCH LABORATORY  
                          Ocean Sciences Division  
                          1009 Balch Boulevard  
                          Stennis Space Center, MS 39529

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

F-4 DELIVERABLES  
See Exhibit A, CDRLs.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A

3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A
4004	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
<del>52.242-17</del>	<del>Government Delay Of Work</del>	<del>APR 1984</del>
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA

**G-1 CONTRACT ADMINISTRATION**

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

- (a) The Administrative Contracting Officer (ACO), designated in Block 26 on the Standard Form 33, will expedite administration of the contract and direct inquiries to the appropriate office listed below: None
- (b) The Contract Administration Office (CAO) designated in Block 26 on the Standard Form 33 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

- Contract Specialist Sonya Diaz de Leon, Code 1330, [sonya.diazdeleon@nrl.navy.mil](mailto:sonya.diazdeleon@nrl.navy.mil), (202) 923-1367
- Contracting Officer Michael Reiners, Code 1330, [Michael.reiners@nrl.navy.mil](mailto:Michael.reiners@nrl.navy.mil), (202) 923-1334
- NRL Competition Advocate NRLContracts@nrl.navy.mil
- Security Matters Contracting Officer Representative for Security, Code 1226, (202) 767-2240, DSN 297-2240, email [security\\_group@nrl.navy.mil](mailto:security_group@nrl.navy.mil)
- Safety Matters Head Safety Branch, Code 3540, (202) 767-2232, [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil)
- Patent Matters Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email [patents@nrl.navy.mil](mailto:patents@nrl.navy.mil)
- Release of Data Public Affairs Officer, Code 1030, (202) 767-2541, DSN 297-2541, email [nrl1030@ccs.nrl.navy.mil](mailto:nrl1030@ccs.nrl.navy.mil), For FOIA information, see <http://www.nrl.navy.mil/media/public-affairs-office/foia>

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

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

- (a) \*To be updated upon award is hereby designated as the COR. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor via contract modification.
- (b) The responsibilities and limitations of the COR are as follows:
- (1) Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the contractor how to perform the work.

- (2) Submitting interim and final Contractor Performance Assessment Reports (CPARS) at [www.cpars.csd.disa.mil/cparsmain.htm](http://www.cpars.csd.disa.mil/cparsmain.htm).
  - (3) Quality assurance of services performed or deliveries made.
  - (4) Inspection and acceptance of services or deliverables.
  - (5) Ensuring that Government-Furnished Property, to include any contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
  - (6) Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
  - (7) Monitoring contractor's performance and promptly report problems and recommendations for corrective action to the PCO.
  - (8) Annually, furnish a written report on performance of the contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
  - (9) Attend post award conference, if conducted.
  - (10) Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
  - (11) Monitoring of funds expended.
  - (12) Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.
- (c) **Limitations:** The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

### **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)**

In accordance with PGI 204.7108, the new payment table provided at PGI 204.7108(b)(2) is not applicable to this contract; therefore, use PGI 204.7108(d)(12) Other and pay as follows: If there is more than one Accounting Classification Reference Number (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; and (b) are agreed to by the payment office and the contract administration office.

### **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 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)**

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 USC 794d), all ICT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Information and Communication Technology (ICT) is defined at FAR 2.101.

#### **G-7 IDENTIFICATION OF AWARDEE PERSONNEL ON-SITE AT NRL**

Pursuant to DFARS 211.106, Awardee employees shall identify themselves as Awardee personnel by introducing themselves or being introduced as non-governmental personnel and displaying distinguishing badges or other visible

identification for meetings with Government personnel. In addition, Awardee personnel shall appropriately identify themselves as Awardee employees in telephone conversations and in formal and informal written correspondence.

#### **CLAUSES INCORPORATED BY REFERENCE**

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.cb.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.cb.mil/>.

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

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

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

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

(ii) For fixed price line items—

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

n/a

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

n/a

(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	To be populated upon award
Issue By DoDAAC	N00173
Admin DoDAAC**	To be populated upon award
Inspect By DoDAAC	To be populated upon award
Ship To Code	To be populated upon award
Ship From Code	To be populated upon award
Mark For Code	To be populated upon award
Service Approver (DoDAAC)	To be populated upon award
Service Acceptor (DoDAAC)	To be populated upon award
Accept at Other DoDAAC	To be populated upon award
LPO DoDAAC	To be populated upon award
DCAA Auditor DoDAAC	To be populated upon award
Other DoDAAC(s)	To be populated upon award

(\*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(\*\*Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

Ms. Donna Dargan  
Tel: 202-923-1442  
Email: donna.dargan@nrl.navy.mil

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

(End of clause)

## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

#### **H-1 TYPE OF CONTRACT**

The Government contemplates a Cost Plus Fixed Fee (CPFF) Term contract.

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

(A) Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" as identified in Attachment J-3 to this contract and are those persons whose resumes were submitted for evaluation with the Contractor's proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(B) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(C) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(D) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

#### **H-3 REPORT PREPARATION**

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

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

#### **H-4 ORGANIZATIONAL CONFLICTS OF INTEREST**

##### (a) Definitions.

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

"Organizational Conflict of Interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships

create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

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

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

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

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

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

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

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

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

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

(g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to

actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to "Disclosure of Information."

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

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

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

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

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

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

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

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

#### H-6 LEVEL OF EFFORT

(a) The Contractor agrees to provide the total level of effort specified in the next sentence for performance of the work described in this contract. The level of effort for performance of this contract shall not exceed **94,080 total hours for base year and 94,080 total hours for each option year, if exercised**, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor hours is set forth in paragraph (k) below.

(b) The estimated monthly level of effort for this contract is **7,840** hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

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

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

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

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

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

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

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

be adjusted in direct proportion to that effort which was performed.

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

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

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

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

ANTICIPATED YEARLY LABOR HOURS						
YEAR	BASE	OY1	OY2	OY3	OY4	TOTAL
HOURS	94,080	94,080	94,080	94,080	94,080	470,400

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

<del>52.202-1</del>	<del>Definitions</del>	<del>JUN 2020</del>
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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204- <del>75</del>	<del>System for Award Management-Women-Owned Business (Other Than Small Business)</del>	<del>OCT 2018</del>
<del>52.204-8</del>	<del>Annual Representations and Certifications</del>	<del>MAY 2022</del>
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
<del>52.204-12</del>	<del>Unique Entity Identifier Maintenance</del>	<del>OCT 2016</del>
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
<del>52.209-6</del>	<del>Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment</del>	<del>NOV 2021</del>
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
<del>52.215-10</del>	<del>Price Reduction for Defective Certified Cost or Pricing Data</del>	<del>AUG 2011</del>
<del>52.215-11</del>	<del>Price Reduction for Defective Certified Cost or Pricing Data--Modifications</del>	<del>JUN 2020</del>
52.215- <del>16</del> <del>17</del>	<del>Waiver of Facilities Capital Cost of Money</del>	<del>JUN 2003</del>
<del>52.215-21</del> <del>18</del>	<del>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications</del>	<del>NOV 2021</del>
	<del>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions</del>	<del>JUL 2005</del>

<del>52.215-21 Alt I</del>	<del>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (NOV 2021)—Alternate I</del>	<del>OCT 2010</del>
52.215-21 Alt III <del>19</del>	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (NOV 2021)—Alternate III <del>Notification of Ownership Changes</del>	OCT 1997
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
<del>52.219-4</del>	<del>Notice of Price Evaluation Preference for HUBZone Small Business Concerns</del>	<del>OCT 2022</del>
52.219-8	Utilization of Small Business Concerns	OCT 2022
52.219-9	Small Business Subcontracting Plan	OCT 2022
<del>52.219-9 Alt I</del>	<del>Small Business Subcontracting Plan (OCT 2022)—Alternate I</del>	<del>NOV 2016</del>
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2022) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-19 (Dev)	Child Labor — Cooperation with Authorities and Remedies (DEVIATION 2020-00019)	JAN 2022
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
<del>52.223-11 10</del>	<del>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons—Waste Reduction Program</del>	<del>JUN 2016</del>
<del>52.223-16</del>	<del>Acquisition of EPEAT (R)—Registered Personal Computer Products</del>	<del>OCT 2015</del>
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-19	Compliance with Environmental Management Systems	MAY 2011
<del>52.223-20</del>	<del>Aerosols</del>	<del>JUN 2016</del>
<del>52.223-21</del>	<del>Foams</del>	<del>JUN 2016</del>
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
<del>52.227-14</del>	<del>Rights in Data—General</del>	<del>MAY 2014</del>
<del>52.227-14 Alt IV</del>	<del>Rights in Data—General (May 2014)—Alternate IV</del>	<del>DEC 2007</del>
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
<a href="#">52.230-6</a>	<a href="#">Administration of Cost Accounting Standards</a>	<a href="#">JUN 2010</a>
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-25 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	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
<a href="#">52.242-1</a>	<a href="#">Notice of Intent to Disallow Costs</a>	<a href="#">APR 1984</a>
52.242-2	Production Progress Reports	APR 1991
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	Changes--Cost-Reimbursement	AUG 1987
<a href="#">52.243-2 Alt III</a>	<a href="#">Changes--Cost Reimbursement (Aug 1987) -- Alternate III</a>	<a href="#">APR 1984</a>
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
<a href="#">52.243-7</a>	<a href="#">Notification Of Changes</a>	<a href="#">JAN 2017</a>
52.244-5	Competition In Subcontracting	DEC 1996
<a href="#">52.244-6</a>	<a href="#">Subcontracts for Commercial Products and Commercial Services</a>	<a href="#">OCT 2022</a>
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
<a href="#">52.246-5</a>	<a href="#">Inspection Of Services Cost Reimbursement</a>	<a href="#">APR 1984</a>
52.246-25	Limitation Of Liability--Services	FEB 1997
<a href="#">52.247-34</a>	<a href="#">F.O.B. Destination</a>	<a href="#">NOV 1991</a>
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
<a href="#">52.247-64</a>	<a href="#">Preference for Privately Owned U.S. Flag Commercial Vessels</a>	<a href="#">NOV 2021</a>
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
<a href="#">52.252-4</a>	<a href="#">Alterations in Contract</a>	<a href="#">APR 1984</a>
52.252-6	Authorized Deviations In Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 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-DEC 2008	
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
<a href="#">252.203-7005</a>	<a href="#">Representation Relating to Compensation of Former DoD Officials</a>	<a href="#">SEP 2022</a>
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
<a href="#">252.204-7010</a>	<a href="#">Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol</a>	<a href="#">JAN 2009</a>
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
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	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
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7002	Cost Estimating System Requirements	DEC 2012
<a href="#">252.215-7016</a>	<a href="#">Notification to Offerors--Postaward Debriefings</a>	<a href="#">MAR 2022</a>
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
<a href="#">252.225-7001</a>	<a href="#">Buy American And Balance Of Payments Program-- Basic</a>	<a href="#">JUN 2022</a>
<a href="#">252.225-7002</a>	<a href="#">Qualifying Country Sources As Subcontractors</a>	<a href="#">MAR 2022</a>
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
<a href="#">252.225-7047</a>	<a href="#">Exports by Approved Community Members in Performance of the Contract</a>	<a href="#">JUN 2013</a>
252.225-7048	Export-Controlled Items	JUN 2013
<a href="#">252.225-7056</a>	<a href="#">Prohibition Regarding Business Operations with the Maduro Regime</a>	<a href="#">MAY 2022</a>
<a href="#">252.225-7058</a>	<a href="#">Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China</a>	<a href="#">AUG 2022</a>
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
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
<a href="#">252.227-7020</a>	<a href="#">Rights In Special Works</a>	<a href="#">JUN 1995</a>
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
<a href="#">252.227-7028</a>	<a href="#">Technical Data or Computer Software Previously Delivered to the Government</a>	<a href="#">JUN 1995</a>
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
<a href="#">252.235-7010232-7017</a>	<a href="#">Acknowledgment of Support and Disclaimer Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration</a>	<a href="#">MAY 1995</a> <a href="#">APR 2020</a>
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
<a href="#">252.244245-7001</a>	<a href="#">Contractor Purchasing System Administration Tagging, Labeling, and Marking of Government-Furnished Property</a>	<a href="#">MAY 2014</a> <a href="#">APR 2012</a>
<a href="#">252.245-7001</a>	<a href="#">Tagging, Labeling, and Marking of Government-Furnished Property</a>	<a href="#">APR 2012</a>
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
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.247-7023	Transportation of Supplies by Sea	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

### [52.202-1 DEFINITIONS \(JUN 2020\)](#)

[When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation \(FAR\), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--](#)

[\(a\) The solicitation, or amended solicitation, provides a different definition;](#)

[\(b\) The contracting parties agree to a different definition;](#)

[\(c\) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;](#)

[\(d\) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or](#)

[\(e\) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109\(a\), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109\(d\).](#)

[\(End of clause\)](#)

#### 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

- (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
- (End of clause)

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

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

Contractor within ~~\_\_\_\_\_ (insert the period of time within which the Contracting Officer may exercise the option); 30~~  
calendar days.

(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 ~~\_\_\_\_\_ (insert the period of time within which the Contracting Officer may exercise the option); 30 days;~~ provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ~~\_\_\_\_\_ days (60 days unless a different number of days is inserted)~~ 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.  
(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) ALTERNATE I (JUL 2014)

Notice: The following term(s) of this clause are waived for this contract: ----- ~~List Item(s)~~ List Item(s).

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

~~52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)~~

~~(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.~~

~~52.243-7 NOTIFICATION OF CHANGES (JAN 2017)~~

~~(a) Definitions.~~

~~"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.~~

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

~~(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.~~

(End of clause)

## 52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
(End of clause)

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

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dfars>

<https://www.acquisition.gov/browse/index/far>  
<https://www.acquisition.gov/dfars>

(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 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**Exhibit A – DD Form 1423, Contract Data Requirements List (A001-A004)**

- J-1** Statement of Work
- J-2** Requirements for On-site Contractors
- J-3** Personnel Qualifications
- J-4** Cost Proposal Excel Template
- J-5** Past Performance Questionnaire ([Revised per RFP Amendment #1](#))
- J-6** Small Business Participation Commitment Document (Template, [Revised per Amendment #1](#))
- J-7** Offeror Questions Submittal Form
- J-8** Anticipated Distribution of Labor
- J-9** Individual Subcontracting Plan Template ([Revised per Amendment #1](#))
- J-10** DD 254

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-48	Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification	MAY 2014
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification	MAY 2014
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
<a href="#">252.203-7005</a>	<a href="#">Representation Relating to Compensation of Former DoD Officials</a>	<a href="#">SEP 2022</a>
52.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
52.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
52.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	SEP 2021
52.225-7974 (Dev)7055	Representation Regarding Business Operations with the Maduro Regime (DEVIATION 2020-00005)	<del>FEB 2020</del> <a href="#">MAY 2022</a>
<a href="#">252.225-7057</a>	<a href="#">Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China</a>	<a href="#">AUG 2022</a>
<a href="#">252.225-7973 (Dev)</a>	<a href="#">Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-00015)</a>	<a href="#">MAY 2020</a>
52.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
<a href="#">252.227-7028</a>	<a href="#">Technical Data or Computer Software Previously Delivered to the Government</a>	<a href="#">JUN 1995</a>

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

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

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

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

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

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

(     ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

X (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)

#### ~~52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)~~

~~(a) Definition. As used in this provision—~~

~~Commercial and Government Entity (CAGE) code means—~~

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

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

~~(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.~~

~~(c) CAGE codes may be obtained via—~~

~~(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).~~

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of Provision)

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

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

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

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

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

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

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

(End of provision)

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

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

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

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

I. Disclosure Statement -- Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

( ☐ ) yes ( ☐ ) no

(End of Provision)

## 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

( ☐ ) Yes ( ☐ ) No

If the offeror checked ``Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

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

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

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

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

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

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

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

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

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

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

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

FAR/DFARS provision No.	Title	Date	Change

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

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS  
(OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>~~http://dx.doi.org/10.6028/NIST.SP.800-171~~) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of--

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

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

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

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

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

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

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

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

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

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

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

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

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

(End of provision)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (OCT 2020)

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--

(1) The offer exceeds \$15 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$750,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS

**L-1 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

**This acquisition is to be procured via full and open competition. There are no limitations with regard to small business.**

The Offeror shall submit all information required by this solicitation. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being deemed non-responsive and therefore not eligible for award.

The Offeror's proposal shall be based on the requirements contained in this solicitation (including those documents, exhibits, and other attachments to the solicitation identified in Section J). Offerors are required to submit a proposal encompassing all items listed in Section B of this solicitation.

The solicitation will only be made available through the Government-wide point of entry at <http://www.sam.gov> ~~http://www.sam.gov/~~.

Offerors are hereby notified that from time to time, the Government may post additional information (e.g. responses to questions, amendments, etc.) to the sam.gov webpage for this solicitation. It is the Offeror's responsibility to check the website for any such information.

Each Offeror shall submit only one proposal which represents its best approach to meeting the requirements of the solicitation. Alternative proposals will not be accepted by the Government.

To allow for procurement lead time and the fair and equal evaluation of all proposals submitted under this competitive solicitation, all proposals shall be based on a contract start date of Government **Q2FY23: March 1, 2023**. This date is only an estimate of the anticipated contract start date and will be used for evaluation purposes only. A definitive start date will be incorporated upon contract award.

**1.1 Background**

The Government contemplates award to **one (1) Offeror** with a single prime contract as a result of this solicitation.

**1.2 Point of Contact**

Unless otherwise specified, the Naval Research Lab Procuring Contracting Officer (PCO) and the Contract Specialist identified in Section G are the sole points of contact for this acquisition.

**1.3 Solicitation Security Classification**

This solicitation is unclassified.

**1.4 Proposal Delivery Information**

**PROPOSALS ARE DUE NO LATER THAN 1500 EASTERN TIME (ET) ON FEBRUARY 1, 2023.**

Proposals shall be submitted in electronic format (email) to [sonya.diazdeleon@nrl.navy.mil](mailto:sonya.diazdeleon@nrl.navy.mil) ~~sonya.diazdeleon@nrl.navy.mil~~. Please note that attachments are limited to 20MB

per email. If the email exceeds the limit, the proposal will need to be submitted over multiple emails. Please clearly label and number each email in the subject line.

Proposals in response to this solicitation will **ONLY** be accepted via electronic transmission. Any references to proposal "pages" in this section refer to the electronic version only. No paper copy proposals shall be submitted.

Proposals in response to this solicitation not received by **1500 ET on FEBRUARY 1, 2023**, will be considered late, as defined by FAR 52.215-1. Timeliness of receipt of proposals will be determined based on the time of receipt at the NRL Washington, DC location.

## L-2 PROPOSAL VOLUME REQUIREMENTS

This section delineates general information and requirements to be followed in the preparation of the Offeror's proposal. An Offeror's failure to comply with the content requirements will be considered during evaluation and will result in a lower evaluation rating or ineligibility for award.

An Offeror's proposal shall be sufficiently detailed to enable Government Evaluation Board Members to make a thorough evaluation and sound determination as to the prospective Offeror's ability to perform in accordance with the stated requirements based on the Offeror's proposal submission alone.

The Offeror's proposal shall be specific, detailed and complete so as to clearly demonstrate to the Government that the Offeror has a thorough comprehension of and capability to perform all aspects of the solicitation requirements to include but not limited to technical capability, management approach, and efficiencies, as required by the SOW and all other sections and attachments contained in the solicitation.

Offerors should assume that the Government has no prior knowledge of their knowledge, experience, or abilities and will base its evaluation on the information presented in the Offeror's proposals ONLY. The Contractor should not presume that data previously submitted, or presumed to be known (e.g., data or services previously submitted or performed for the Government), will be considered as part of the proposal. The Government does not assume the duty to search for data to cure deficiencies it finds in proposals. Failure to conform to all requirements of this solicitation may form the basis for rejection of the proposal.

General statements such as but not limited to, "the Offeror understands the method for performing the engineering efforts (or any portion thereof) and can or will comply with the requirements of the solicitation", "the Offeror utilizes standard IT industry support methodologies" and "ensures the highest response rates" will be considered inadequate. The Offeror's proposal must address all topics described in the following section(s).

The Proposal **MUST** include the following information in Volume VI to be eligible for award.

Standard Form 33 (SF 33), "Solicitation, Offer and Award," the **Offeror shall complete, sign, and submit the SF 33 with blocks 12 through 18 populated, as well as all sections with applicable fill-ins**. Submission of a signed offer to the Government constitutes agreement and acceptance of the solicited terms and conditions. The representative who signs this form must be authorized to contractually bind the company providing the offer. The Offeror must also include and acknowledge all amendments. The information contained in SF 33 is exempt from the font and spacing requirements identified under Section L, paragraph 3.1.

Sections A through K "Solicitation, Offer and Award": Offerors must fill in all areas of the solicitation listed as Offeror fill-ins. The information in Sections A through K is exempt from the font and spacing requirements identified under Section L(1), "Page Size and Format".

Section B, Supplies or Services and Prices: Offerors shall complete all pricing (including Section B), including proposed costs and fees, in **WHOLE DOLLARS** only. The information in Section B is exempt from the font and spacing requirements identified in Section L-2(1), "Page Size and Format".

Small Business Subcontracting Plan. The Small Business Subcontracting Plan, if required, shall go in Volume IV:

Small Business Subcontracting Plan. The Offeror's attention is directed to Section I clauses FAR 52.219-9 and DFARS 252.219-7003 entitled "Small Business Subcontracting Plan" and FAR 52.219-16 entitled "Liquidated Damages – Small Business Subcontracting Plan." As prescribed in FAR 19.708, Offerors other than small business concerns shall submit a small business subcontracting plan which, once approved, shall be made part of any contract resulting from this solicitation. The information contained in the Small Business Subcontracting Plan is exempt from the font and spacing requirements identified under Section L(1), "Page Size and Format".

**The Offeror shall include a signed statement on the Offeror's letterhead stating that the associated proposal:**

- a) Is for all of the requirements as stated in the solicitation (including all attachments, appendices, exhibits, and amendments);
- b) Is made without qualification, condition, or exception to any terms and conditions appearing in the solicitation; and
- c) Is valid for a period of one-hundred and eighty (180) days from the date established for the receipt of proposals.

**PROPOSAL CONTENT:**

Proposal contents that appear unreasonable, unrealistic, unsupported, unclear, and/or deficient will be evaluated in accordance with Section M.

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

Proposal Organization				
Volume # and Title	File Naming Convention	Section L Reference	File Type	Page Limit
COVER LETTER	Cover Letter_Company Name	L-2	Word/ PDF	2
I - TECHNICAL PROPOSAL	Volume I_Company Name	L-3	Word/ PDF	75*
1. TECHNICAL UNDERSTANDING	Volume I_Company Name	L-3	Word/ PDF	50
2. PERSONNEL QUALIFICATIONS	Volume I_Company Name	L-3	Word/ PDF	15
3. MANAGEMENT CAPABILITY	Volume I_Company Name	L-3	Word/ PDF	10
II – PAST PERFORMANCE INFORMATION	Volume II_Company Name	L-4	Word/ PDF	20

Proposal Organization				
Volume # and Title	File Naming Convention	Section L Reference	File Type	Page Limit
III – SMALL BUSINESS PARTICIPATION	Volume III_Company Name	L-5	Word/ PDF	No Limit
IV – SMALL BUSINESS SUBCONTRACTING PLAN	Volume IV_Company Name	L-6	Word/ PDF	No Limit
V - COST PROPOSAL	Volume V_Company Name	L-7	Word/ PDF	No limit
V - COST SPREADSHEET (EXCEL)	Volume V_Company Name	L-7	Excel	No limit
VI - CONTRACT INFORMATION	Volume VI_Company Name	L-8	Word/ PDF	No limit

**\*The 75-pages page count for Volume 1, Technical Proposal, is the sum of all technical factor pages: 50 for Technical Understanding, 15 for Personnel Qualifications, and 10 for Management Capability.**

#### (1) PAGE SIZE AND FORMAT

A page is defined as each face of a sheet of paper containing information. Page size shall be 8.5 x 11 inches. 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 and in Times New Roman. Use at least 1 inch margins on the top and bottom and each side. Pages shall be numbered sequentially by volume. These limitations shall apply to both electronic and hard copy proposals. In the upper right header of all pages, the Offeror shall include the following information: RFP #, volume #, volume title, and page #.

Legible tables, charts graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 X 17 inches in size. Foldout pages shall fold entirely within the volume, and shall count as two pages for each side; double sided shall count as four pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics not for pages of text. For tables, charts, graphs and figures the text shall be no smaller than 8 points. These limitations shall apply to both electronic and hard copy proposals except for the Volume V – Cost Spreadsheet (Excel). Provide Microsoft Office Excel formulas in any spreadsheets.

Within all Microsoft Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. Spreadsheets shall not be protected.

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

#### (2) PAGE COUNT

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read, considered, nor included in the evaluation of the Offeror’s proposal. When both sides of a sheet display printed material, it shall be counted as two (2) pages. Each page shall be counted except for the following: cover pages, table of contents, cross reference tables, tabs, glossaries, acronym lists, subcontractor/teaming agreements, past performance questionnaires, CPARS reports, 52.219-8 and 52.219-9 compliances (~~see L-4~~), transmittal letters, staffing plans, transition plans, resumes, and letter of commitments.

#### 3) FILE NAMING CONVENTION

Offerors shall name files using the naming conventions mentioned in the Proposal Organization table above (Volume #\_Company Name). Each file must be stored in a folder that corresponds to the proposal volume it represents. The files within the folder must be named in an unambiguous manner, using plain text language, which facilitates accessing the files for evaluation. Offerors shall insert the file name in the header of each document. A date shall be placed on each page of the proposal corresponding to the date of the initial proposal.

#### (4) COVER LETTERS

The proposal volumes listed above shall be accompanied by a cover letter (letter of transmittal) prepared on company letterhead. The cover letter (letter of transmittal) shall identify the contractor's name, address, Unique Entity Identifier, CAGE code, business size, and all enclosures being transmitted. Potential Organizational Conflicts of Interest shall also be addressed in the cover letter (see L-9). The cover letter shall be in accordance with FAR 52.215-1(c)(2) and shall be used only to transmit the proposal. No other information shall be included.

No cost or pricing information shall be included in the Offeror's cover letter. Cover letters are merely instruments for transmitting the submitted proposals; they are not part of the page count and will not be evaluated. The cover letter shall identify all enclosures being transmitted, and shall list all subcontractors identified in the Offeror's proposal.

#### (5) COST OR PRICING RELATED DATA

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

**OFFERORS ARE INSTRUCTED TO PROVIDE THEIR ACTUALLY INCURRED DIRECT AND INDIRECT LABOR RATES FOR THE PAST THREE CONTRACTOR FISCAL YEARS. SALARY DATA MAY BE SUBMITTED IN LIEU OF CORPORATE LEVEL DIRECT LABOR RATES IF THE OFFEROR'S PROPOSED DIRECT LABOR RATES ARE BASED ON INDIVIDUAL SALARIES ONLY. THIS DATA SHALL BE PROVIDED ON CORPORATE LETTERHEAD AND SIGNED BY THE COGNIZANT CORPORATE REPRESENTATIVE.**

#### Cost or Price Analysis of Subcontractors

In accordance with FAR 15.404-3(b), Offerors shall conduct appropriate cost or price analyses to establish the reasonableness of the proposed subcontract cost and prices. This information shall be included in the Offeror's cost proposal. Failure to comply with this requirement could also negatively impact the Management Approach evaluation in Volume I, Technical Proposal. Proposals, including all subcontractor submissions, must include all information required by FAR 15.404-3(b).

Major subcontractors shall provide separate, chapter-structured cost proposals comprised of costs exhibits using Attachment J-4 that support the proposed subcontract pricing. Subcontractors are deemed "major" if the subcontractor is providing effort that makes up \$15M OR more than 10% of the prime contractor's proposed price. Subcontractor cost proposals are not required for those subcontractors that do not either of these thresholds. Subcontractor pricing totals included in cost exhibits must be consistent with the subcontractor pricing totals included in the prime contractor's cost exhibits. Additionally, the major subcontractor must provide a copy of their most current Forward Pricing Rate Agreement (FPRA) or an approved provisional rate letter with the cognizant DCAA, if any. If no FPRA or provisional rates exist, the major subcontractor must provide sufficient rate data to allow the Government to assess the reasonableness of the proposed rates/pricing. The Government reserves the right to request additional supporting data, as required.

Major subcontractors may provide their required proposal submissions directly to the Government if they do not wish to provide the required information to the prime contractor. Major subcontractor proposal submissions provided separately by a subcontractor must be received by the time, date, and at the location specified in the solicitation. Regardless of whether or not a subcontractor provides their submission directly to the Government, prime contractors are still required to provide the summary subcontractor cost/price information in Attachment J-4 that is consistent (i.e., exactly matches) with the summary cost/price information included in the subcontractor's proposal submission.

Earned Value Management System (EVMS) is not a requirement under this solicitation and shall not be proposed by Offerors.

**(6) CLASSIFIED INFORMATION**

Proposals shall not contain classified information.

**(7) FINAL PROPOSAL REVISIONS (if required)**

If a Final Proposal Revision (FPR) is required as a result of discussions, all revised pages shall contain revision numbers and corresponding dates. The changes in text from the original proposal submission shall be identified by tracked changes in the electronic files provided via email. The Offeror's responses to the questions asked during discussions shall be incorporated by updated text in the FPR submission as applicable, and incorporated by reference using a note/comment to reference the applicable response(s) provided during discussions. References to applicable discussion questions shall be identified in all applicable sections of the Offeror's FPR. The Offeror shall also provide a "clean" electronic copy that reflects the revision markings and dates on the pages, but shall display only the final text after accepting all tracked changes. It is acceptable to replace Excel files in their entirety and explain any changes in the Word document text. **In the event of any inconsistencies between the FPR and discussion question responses, the FPR shall take precedence.**

**(8) CONTRACTOR SUPPORT FOR PROPOSAL PREPARATION**

In the event that any portion of the proposal is written by someone who is not a bona fide employee of the firm that is submitting the proposal, a certificate shall be furnished and signed by an authorized official of the Offeror's firm and shall indicate the following details:

- The person's name
- The person's employment capacity
- The person's employer
- The relationship of that person's employer to the Offeror; and
- The portion of the proposal that was written by that person

This certificate requirement applies to both the prime and any subcontractors. The certification will not count against page count and shall be provided with the Cover Letter.

**L-3 VOLUME I – TECHNICAL PROPOSAL**

The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical Capability Factors as defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the technical capability factor. [Offerors are hereby informed that performance or capabilities proposed above mandatory minimums may be incorporated into the resulting contract.](#)

Technical proposals that are unrealistic in terms of technical commitment will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk involved in the contract requirements and may be grounds for rejection of the proposal.

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

**(1) VOLUME ORGANIZATION**

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

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

❖ **FACTOR 1: TECHNICAL UNDERSTANDING**

1. The Offeror shall demonstrate its specific knowledge, capability, and approach (for both Prime and Subcontractors) to perform all aspects of the tasks in accordance with the Statement of Work contained in Section C (Att. J-1) attached. The Offeror shall demonstrate its specific ability to perform the tasks described in the SOW.
2. The Offeror shall provide sufficient details and convincing rationale that address how the Offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of its facilities, capabilities, or experience. The Offeror shall assume that simply rephrasing the Government's requirements will indicate a low confidence that the requirements are understood.
3. The Offeror shall demonstrate, in detail, their specific experience, knowledge, capabilities, and approach (for both prime and subcontractors) to accomplishing the tasks and elements required in the SOW, including:
  - a. Remote Sensing Exploitation (SOW 3.1)
  - b. Sea Surface Temperature (SOW 3.2)
  - c. Ocean and Atmosphere Coupling Processes (SOW 3.3)
  - d. Ocean Acoustics (SOW 3.4)
  - e. Environmental Impacts on Sensors (SOW 3.5)
  - f. Marine Geology, Geophysics and Geodetics with emphasis on understanding seabed geologic processes (SOW 3.6)
  - g. Geospatial Analysis and Visualization (SOW 3.7)
  - h. Program Management, Documentation and Publication (SOW 3.8)
4. The Offeror shall include sufficient details to permit a complete and accurate evaluation of the technical proposal. The proposal must demonstrate the Offeror's overall understanding of the scope of work and all requirements, and shall document the approach to and feasibility of performing the work as described in the SOW. Clear identification is the sole responsibility of the Offeror.

Offerors shall identify technical uncertainties and assumptions within the requirements set forth in the solicitation and provide specific courses of action for their resolution. Offeror's proposals shall include detailed examples of specialized knowledge, capabilities, experience, and qualifications, such as internal initiatives, certifications, training programs, prior or current Government or private industry contracts, joint research projects, participation in industry organizations, and/or membership in Government councils or other applicable ventures.

5. The Offeror shall also describe the company's experience in performing relevant projects with scientific and technical tasks similar in size, scope and complexity to the areas required in the SOW. The documentation should be sufficient to demonstrate both the prime and any subcontractors' breadth and depth of experience as it relates to the SOW and should clearly demonstrate the relationship between the company's experience and the tasks required; prior or current programs in the areas; and technical understanding of all areas. Simply restating text from the SOW will not be acceptable; Sufficient detail must be provided to both demonstrate experience in scope and similarity to the requirements as detailed in the SOW.

❖ **FACTOR 2: PERSONNEL QUALIFICATIONS**

1. The Offeror shall provide all key personnel with the particular expertise and experience in accordance with Attachment J-3 – Personnel Qualifications. The Offeror's proposal shall document the following, specifically:
  1. The experience of all proposed key personnel;

2. The qualifications of all proposed key personnel;
3. The availability of all key personnel to support the effort on a full-time permanent basis (for all full-time employees only);
4. The proposed key personnel's ability to span the total requirements (60 months); and
5. The name, proposed labor category (LCAT), and proposed percentage each key personnel will be performing against the resulting contract

The Offeror shall propose a Staffing plan. The proposed Staffing Plan shall document:

- a. All proposed key personnel and non-key personnel. A list of the Government's minimum requirements for key personnel and the role they shall exhibit during the execution of this contract is included in Attachment J-3. Offeror is cautioned that staffing plans for individuals and all proposed tasks must propose the same mix and amount of hours as that of the cost proposal. Discrepancies between the labor mix identified in the technical and cost/price proposal may result in a lowering of the adjectival rating in the technical proposal or a cost realism adjustment.
- b. The Offeror shall provide a mapping of any company-specific labor categories it, or one of its Subcontractors, proposes in the Staffing Plan to the Government labor categories defined in the Attachment J-3, Personnel Qualifications. This mapping shall include a description, similar in detail to the Government labor categories, of the requirements/qualifications associated with each company-specific labor category contained in the Offeror's Staffing Plan, including company-specific labor categories proposed by subcontractors.
- c. When read together with the other parts of the Offeror's Technical and Management Volumes, the Offeror's Staffing Plan should demonstrate the Offeror's ability to successfully meet the requirements of Section C (Att. J-1). The Offeror shall not be penalized for the use of subcontractors, but shall describe in the narrative how the proposed team provides optimal balance between size, manageability, and support capability while maintaining an integrated approach.
- d. The Offeror's proposed key personnel must be currently employed by the Offeror OR the Offeror must provide documentation showing their immediate availability upon contract award. The Staffing Plan shall include identified, contingent hires (the candidate is not currently employed by the Offeror or major subcontractor, but is identifiable by documentary evidence), and unidentified (candidate is not currently employed by the Offeror or major subcontractor and documentary evidence is not available) employees. . For key personnel that are current employees of the Offeror, the Offeror shall submit a commitment letter. For any contingent hire key personnel on the Staffing Plan who do not currently work for the Offeror or major subcontractor, the Offeror shall provide documentary evidence of the individual's availability to support these requirements (e.g., work agreements, contracts, and letters of intent). Work agreements, contracts, letters of intent and other relatable staffing support documentation shall not count toward the Volume I page limitation provided in Section L(1).

The Offeror's proposed personnel, both key and non-key, as well as all subcontractors, shall be available to work on site in the Stennis, Mississippi area, as required for specific projects. The tasks will involve activities both on-site and off-site of NRL and may require extensive travel, including travel both in the continental United States (CONUS) and outside of the continental United States (OCONUS).

It is critical that the Offeror has properly committed key personnel with relevant experience and qualifications to complete the proposed work rather than just "corporate history" that does not transfer to the existing personnel who will perform the proposed work. Key personnel tasking levels shall be substantiated by name in the cost volume labor effort rather than generic labor categories.

Resumes are required for all proposed key personnel. See Attachment J-3, Personnel Qualifications, for designated key personnel.

❖ **FACTOR 3: MANAGEMENT CAPABILITY**

1. The Offeror shall address their overall management approach and ability to plan, manage, and execute all efforts required by the SOW under this contract, including, but not limited to, controlling personnel, controlling utilization of resources, tracking deliverables, monitoring performance and obtaining Government feedback. The Offeror shall describe processes to be used by Offeror's technical leadership to ensure specific subtasks are being performed effectively and efficiently.
2. The Offeror shall provide an organization chart that demonstrates the location of this work in the Offeror's organization and demonstrate how this effort will receive sufficient corporate-level attention during performance. The ~~plan~~Offeror shall describe ~~the Offeror's~~their corporate structure and ability to manage a high performing team, describe the procedures in place for monitoring and controlling costs, and also demonstrate how the Offeror will be successful in undertaking these management and cost control efforts.
3. The Offeror's proposal shall provide a narrative description of your management strategy to manage this effort successfully including organizational structure, staffing plan, and transition plan for the ninety (90) day transition period and critical management systems.
4. The Offeror's proposal shall demonstrate the capacity to routinely and rapidly respond to the scientific, research & development, and technical requirements of a research laboratory.
5. The Offeror's proposal shall detail the sufficiency of the Offeror's staff to accommodate program changes within the scope of the SOW.
6. The Offeror shall also provide a narrative description of its management experience on projects with scientific, research & development, and technical efforts similar to those required in the SOW. This description should clearly demonstrate how the contractor's management plan defines the company's management efforts resulted in its ability to meet performance requirements, cost, and schedule goals on projects of similar size and complexity.

The Offeror shall provide a transition plan that documents the Offeror's:

- a. Ability to execute on the first day of the contract (only acclimation/gaining familiarity with NRL is allowable as there is no budget for training);
- b. Transfer of work control and information;
- c. Compliance with NRL security regulations; and
- d. Delineate the method for processing and assigning tasks during the phase-in/phase-out periods.
- e. The proposed Transition Plan shall address how the Offeror will implement adequate measures to coordinate communications with the Awardee and NRL staff in order to ensure minimal impact during the transition process. The proposal will be evaluated on the Offeror's ability to complete all the transition activities within 90 days after contract award.

**L-4 VOLUME II – PAST PERFORMANCE INFORMATION – FACTOR 4**

**(1) VOLUME ORGANIZATION**

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

- i. TABLE OF CONTENTS
- ii. GLOSSARY
- iii. INTRODUCTION
- iv. SECTION I – PAST PERFORMANCE QUESTIONNAIRES AND TRANSMITTAL LETTERS
- v. SECTION II –PREVIOUS CONTRACTING NARRATIVES

Past Performance Volume II shall be specific and complete.

## **(2) SECTION I: RECENT AND RELEVANT PAST PERFORMANCE QUESTIONNAIRE**

Offerors shall provide NRL Past Performance Questionnaires and/or CPARs reports with their proposal for no more than five relevant efforts within the last five years as of the date of this solicitation's release.

Offerors considered to be an "other than small business" (OTSB) are required to address historical compliance with the requirements of FAR Part 52.219-8 (Utilization of Small Business Concerns) in a separate narrative not to exceed one page. In addition, all OTSBs are required to address historical compliance with the requirements of FAR Part 52.219-9 (Small Business Subcontracting Plan) and DFARS 252.219-7003 (Small Business Subcontracting Plan, DOD Requirements) in a separate narrative not to exceed one page.

For all Offerors, the contracts identified should demonstrate in-depth knowledge and successful implementation of contracts of similar size, scope and complexity to this solicitation. Similar scope and complexity means having performed the types of support efforts identified in the Statement of Work for this solicitation. The identified contracts can be with federal, commercial, or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, and e-mail address for each POC.

Offerors shall submit one (1) Past Performance Questionnaire, provided as Attachment J-5, to each of its customer POCs identified in the Recent and Relevant Past Performance References. In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Specialist, Sonya Diaz de Leon, at [sonya.diazdeleon@nrl.navy.mil](mailto:sonya.diazdeleon@nrl.navy.mil), on or before the proposal due date. Electronic submission by the customer is required. The Offeror's past performance volume shall contain copies of the first page of the Customer's Questionnaire 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.

## **(3) SECTION II: PREVIOUS CONTRACTING EFFORT NARRATIVES**

For each of the Past Performance Questionnaires and/or CPARs reports submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume II:

- a. Name of contracting organization
- b. Contract number
- c. Contract type
- d. Period of Performance
- e. Total contract value
- f. Describe how the scope and complexity of this past contract relates to this acquisition

- g. Describe significant achievements, challenges, or obstacles that were encountered during contract performance and the measures taken to overcome them
- h. Provide performance criteria/measures that were applied in evaluating performance for each contract identified. The performance criteria/measures should be specific and show the target performance levels that are/were set forth under the applicable contracts as well as the level of performance achieved, for the most recent period of performance of each contract
- i. Contracting Officer's name, telephone number, and email
- j. Contracting Officer's Representative, program manager, or similar official's name, telephone number, and email

**NOTE:** The Government reserves the right to use contract performance data provided in the Offeror's proposal, and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) database, personnel knowledge and from the points of contact identified by the Offeror in its proposal. The Government reserves the right to use this information in part and whole for both the Prime Offeror and any/all subcontractors. The Government will review the overall Past Performance picture before making an award decision and this section will be evaluated accordingly.

#### **L-5 VOLUME III – SMALL BUSINESS PARTICIPATION – FACTOR 5**

##### **(1) VOLUME ORGANIZATION**

Subcontractor/teaming agreements shall be included in this volume. The Offeror shall submit letters of intent, teaming agreements or other evidence of commitment by Subcontractors to support the successful Offeror's team as part of Volume III. Failure to submit letters of intent, teaming agreements, or other evidence of commitment by named Subcontractors, or failure to name Subcontractors, may be deemed by the Government to present a significant risk to the Offeror's ability to perform the work required under this solicitation.

##### **(2) SMALL BUSINESS PARTICIPATION PLAN**

In order to gather data to assess the contractor's small business participation in accordance with FAR 52.219-8, the contractor shall develop and submit a Small Business Participation Plan. The Small Business Participation Plan is separate from the FAR requirement for a Small Business Subcontracting Plan and is required from both small and other than small businesses. The contractor shall ensure that Small Business Subcontracting Plan submissions are consistent with the Small Business Participation Plan information, if a Subcontracting Plan is required. This Small Business Participation Plan shall reference specific details of how the contractor will utilize small business participation as the prime or as first tier subcontract level throughout the period of performance of the contract. The Small Business Participation Plan shall provide percentage of total work performed by small business compared to the total contract value.

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 will assess the Offeror's small business participation and commitment to determine if small business participation is maximized. 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" or 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 plan will be

monitored as a measure of contract compliance in accordance with Section G. The final small business participation plan will be incorporated at contract award within Section J.

In accordance with DFARS 215.304(c)(i), small business participation is an evaluation factor under Section M-5 of this solicitation for all Offerors, regardless of size

The Small Business Participation Plan shall not reference the Subcontracting Plan (if required) or any other volume for information; all information required within the Small Business Participation Plan must be contained within this document.

#### **L-6 VOLUME IV – SMALL BUSINESS SUBCONTRACTING PLAN – FACTOR 6**

##### **SMALL BUSINESS SUBCONTRACTING PLAN: A subcontracting plan is only required for Other than Small Businesses (FAR 52.219-9).**

Using the attached NRL Subcontracting Plan Template (Att. J-9), Offerors are required to submit an individual subcontracting plan. The contracting officer will review subcontracting plans on an acceptable or unacceptable basis for compliance with FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations) and DFARS 252.219-7003. A subcontracting plan is unacceptable if it does not clearly meet the requirements of FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations), and DFARS 252.219-7003.

The following does not apply to Small Business concerns: The Small Business Subcontracting Plan (see FAR 52.219-9, and DFARS 252.219-7003 or 252.219-7004, as applicable) submitted by Other than Small Business Offerors shall meet the requirements of FAR Part 19 and DFARS Part 219 and shall, at a minimum, meet the 5% congressional mandate on small business utilization.

Subcontracting plans will only be reviewed for acceptability for those Offeror(s) deemed to be an apparent awardee(s). The subcontracting plan shall be included in the offer, and the approved subcontracting plan shall be incorporated into the contract.

#### **L-7 VOLUME V – COST PROPOSAL – FACTOR 7**

##### **(1) VOLUME ORGANIZATION**

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

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

The Cost Volume V - Microsoft Excel spreadsheet shall be organized in accordance with Attachment J-4 (additional sheets may be used). Edits to the spreadsheet to comply with an Offeror's accounting system/estimating practices are allowed but the Offerors populated spreadsheet should maintain the formatting of all rows and columns as found in Attachment J-4.

Key personnel tasking levels shall be substantiated by name in the cost volume labor effort rather than generic labor categories.

**CLIN PRICING INSTRUCTIONS:**

All of the below referenced CLINS makeup the Government Total Evaluated Price (TEP): 0001, 0002, 0003, 1001, 1002, 1003, 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002 and 4003.

The Government's Total Evaluated Price (TEP) will be calculated by summing the proposed Section B value for each of the following CLINs as follows:

**CLIN 0001 + CLIN 0002 + CLIN 0003 + CLIN 1001 + CLIN 1002 + CLIN 1003 + CLIN  
2001 + CLIN 2002 + CLIN 2003 + CLIN 3001 + CLIN 3002 + CLIN 3003 + CLIN 4001 +  
CLIN 4002 + CLIN 4003**

*Another way of looking at this:*

CLINs	Cost Element	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
<b>CLINs 0001, 1001, 2001, 3001 and 4001</b>	Labor	Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose
<b>CLIN's 0002, 1002, 2002, 3002 and 4002</b>	Travel	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>CLIN's 0003, 1003, 2003, 3003 and 4003</b>	ODC (Including Materials and Equipment)	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000
<b>Total Evaluated Price</b>		Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose

\*The values provided by the Government in the table above are not inclusive of Offeror indirect costs. Offerors are instructed to propose accordingly.

For evaluation purposes only, the Government will utilize the above formula for evaluating each Offerors' proposal. Any Offeror who fails to populate Section B CLIN pricing within Volume V will not be considered for award. If for any reason, the pricing found in the Offeror's populated Attachment J-4 differs from those values proposed in Section B, the Section B values will be used by the Government to calculate the TEP.

**CLINs 0001, 1001, 2001, 3001 and 4001:**

NRL has estimated that during contract execution, the Ocean Science Division will require roughly **94,080** labor hours per year in support of the SOW under CLINs 0001, 1001, 2001, 3001 and 4001. Therefore, Offerors are instructed to propose **94,080** labor hours each for CLINs 0001, 1001, 2001, 3001 and 4001 for total of **470,400**. NRL anticipates, at a minimum, forty-nine (49) full time equivalent (FTE) individuals in support of this SOW, as detailed in Attachment J-3, Personnel Qualifications.

Offerors shall utilize the following distribution of labor hours to prepare their cost proposal. If the Offeror uses labor category terminology different than those included below and as defined in Attachment J-3, Personnel Qualifications, the Offeror must provide a matrix clearly relating their proposed labor categories to those included in Attachment J-3. All Offeror proposed labor categories differing from those below must meet the personnel qualifications outlined in Attachment J-3.

If the Offeror uses labor category terminology different than those included below and as defined in Attachment J-3, Personnel Qualifications, the Offeror must provide a matrix clearly relating their proposed labor categories to those included in Attachment J-3. All Offeror proposed labor categories differing from those below **must** meet the personnel qualifications outlined in Attachment J-3.

The following table is the estimated distribution of labor categories and hours. The Government requests that all Offerors propose in accordance with the provided Level of Effort (LOE). Any variance in the proposal from the provided LOE shall be supported by a statement explaining the rationale for any deviations from the provided LOE. The provided statement and any deviations will be evaluated in accordance with the evaluation factors identified in Section M.

Labor Category	FTEs: FTE = 1920hrs/yr	Contract Type & On/Off Site	Hours	Total Hours
Computer and Information Scientists	6	Off Site	11,520	57,600
Senior Computer and Information Research Scientists*	14	On Site	26,880	134,400
Physical Scientists	3	On Site	5,760	28,800
Senior Physical Scientists*	7	On Site	13,440	67,200
Oceanographers	3	On Site	5,760	28,800
Senior Oceanographers*	7	On Site	13,440	67,200
Mathematicians*	8	Off Site	15,360	76,800
Project Leader*	1	On Site	1,920	9,600
<b>Labor Total</b>	<b>49</b>		<b>94,080</b>	<b>470,400</b>

\*This labor category includes 1 key personnel FTE position

**TRAVEL CLIN's 0002, 1002, 2002, 3002 and 4002:**

~~Material~~Travel CLINs will be cost-reimbursable (including appropriate indirect cost categories) and do not include fee. ~~Material~~Travel will contain costs that are unique to the project that are presently unknown. Offerors are instructed to propose exactly \$50,000 for each ~~Material~~Travel CLIN (see table below).

~~Material~~Travel CLINs do not include subcontractor labor and/or management costs. For evaluation purposes of this solicitation, the contractor shall propose the following values for ~~Material~~Travel CLINs and part of the proposal in Section B (~~MATERIAL-TRAVEL~~ CLINs ONLY), Volume VI:

TRAVEL	CLIN 0002	CLIN 1002	CLIN 2002	CLIN 3002	CLIN 4002
Travel Cost	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
<b>TOTAL TRAVEL Cost</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>

**ODC CLIN's 0003, 1003, 2003, 3003 and 4003:** ODC CLINs will be cost-reimbursable (including appropriate indirect cost categories) and not include fee. ODCs will contain costs, including travel, that are unique to the project that are presently unknown. Offerors are instructed to propose exactly ~~\$250~~\$950,000 for each ODC CLIN (see table below).

ODC's do not include subcontractor labor and/or management costs. For evaluation purposes, the contractor shall propose the following values for ODC's CLINs and part of the proposal in Section B (ODC CLINs ONLY), Volume VI:

ODC's	CLIN 0003	CLIN 1003	CLIN 2003	CLIN 3003	CLIN 4003
ODC	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000
<b>TOTAL ODC Cost</b>	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000

## (2) GENERAL INSTRUCTIONS

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

## (3) COST OR PRICING DATA REQUIREMENT

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

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

**IF THESE HISTORICAL RATES WERE AUDITED, REVIEWED OR APPROVED BY DCAA OR DCMA, OFFERORS ARE INSTRUCTED TO PROVIDE SUPPORTING DCAA DOCUMENTATION (AUDITS, FORWARD PRICING RATE RECOMMENDATION (FPRR), FORWARD PRICING RATE AUDIT (FPRA), ETC.**

**THIS DATA SHALL BE PROVIDED ON CORPORATE LETTERHEAD AND SIGNED BY THE COGNIZANT REPRESENTATIVE.**

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

## (4) COST/PRICE PROPOSAL

The Offeror shall submit a cost/price proposal with supporting information for each cost element consistent with Offeror's disclosed estimating system practices. The breakdown should include such elements as direct labor,

materials, travel and indirect costs. The Offeror shall provide exhibits as necessary to substantiate each direct labor rate and indirect cost element. For any rates proposed that are not DCAA reviewed/approved, the Offeror shall provide complete documentation and the rationale for their use at time of proposal submission. The Offeror shall use the cost proposal spreadsheet format attached to this RFP, Attachment J-4, for the excel version of the submitted cost proposal. Each subcontractor may submit their own proposal utilizing the RFP Attachment J-4 template if the total proposed costs exceed the certified cost or pricing threshold (currently \$2,000,000). Those subcontractors proposing \$2,000,000+ may submit their complete, unsanitized proposal directly to the Government via electronic means only to [sonya.diazdeleon@nrl.navy.mil](mailto:sonya.diazdeleon@nrl.navy.mil). If the subcontractor is submitting their unsanitized proposal directly to the Government, the prime Offeror need only to include those hours, rates, and values necessary to complete the prime Offeror's proposal. Each prime Offeror is solely responsible for ensuring their chosen subcontractors exceeding the certified cost or pricing threshold, in accordance with FAR 15.403-4, submit their unsanitized proposal by the proposal due date specified on the Standard Form (SF) and here in Section L.

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

The Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance – i.e., the technical or management proposals and the identified personnel resources – and the proposed cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and the impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low costs/prices may indicate an inability to understand requirements and a high risk approach to contract performance. The Government encourages Offerors to provide additional substantiating information as necessary to demonstrate the cost realism of its proposed costs. Nevertheless, as with any substantiating cost data, merely providing the substantiating data, without sufficient analysis and explanation of the relevance and reliability of that data in the Cost Narrative, it alone will not be sufficient to demonstrate cost realism. The Cost Narrative must clearly explain the reliability of all of the substantiating cost information provided and its relevance to the Offerors cost analysis. Providing substantiating cost information, without demonstrating its relevance and reliability, may indicate that the Offeror lacks an understanding of the costs involved in performing the solicitation's requirements, which would indicate performance risks.

## **L-8 VOLUME VI – CONTRACT INFORMATION**

### **(1) VOLUME ORGANIZATION**

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

- i. Table of Contents
- ii. Glossary
- iii. Introduction
- iv. Contract Information

### **(2) 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. Signature by the Offeror on the solicitation constitutes an offer, which the Government may accept. The "original" copy should be clearly marked separately and should be provided without any punched holes.

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

#### SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

Refer to Section B of the solicitation and complete fill-ins.

#### 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.

### **L-9 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST**

Pursuant to FAR 9.5 and the definitions provided therein:

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

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

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

Disclosure Statement: Offerors shall submit a statement within its cover letter in affirmation or negation whether they have an OCI conflict regarding this solicitation. 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.

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. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made prior to contract award. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

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

Depending on the nature of the contract activities, the Offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an Offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable. No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the Offeror or Contractor shall be required to promptly correct the omission.

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

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

#### **L-10 INQUIRIES CONCERNING THE RFP**

Offerors may submit questions in response to this solicitation until **1500 ET, JANUARY 18, 2023**. Offerors shall submit questions using Attachment J-7, Offeror Questions Submittal Form, to [sonya.diazdeleon@nrl.navy.mil](mailto:sonya.diazdeleon@nrl.navy.mil).

Offerors are not to direct any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

#### **L-11 SECURITY REQUIREMENTS**

Access to classified information is not required to submit a proposal for this statement of work. A DD254 is required for this contract. See Att. J-10.

#### **CLAUSES INCORPORATED BY REFERENCE**

52.204-7	System for Award Management	OCT 2018
<a href="#">52.204-8</a>	<a href="#">Annual Representations and Certifications</a>	<a href="#">MAY 2022</a>
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.207-1	Notice Of Standard Competition	MAY 2006

52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-6	Place of Performance	OCT 1997
52.215- <del>2016</del>	<del>Requirements for Certified Cost or Pricing Data and Data</del> <del>Other Than Certified Cost or Pricing Data-Facilities Capital</del> <del>Cost of Money</del>	<del>NOV</del> <del>2024</del> <del>JUN</del> <del>2003</del>
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-1	Type Of Contract	APR 1984
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements--Other Than Commercial Acquisition With Adequate Price Competition	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-15	Progress Payments Not Included	APR 1984
52.237-1	Site Visit	APR 1984
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
<del>252.215-7008</del>	<del>Only One Offer</del>	<del>JUL 2019</del>
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018

CLAUSES INCORPORATED BY FULL TEXT

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

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

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

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(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 \_\_\_\_\_. ~~(Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)~~ —Michael Reiners, [michael.reiners@nrl.navy.mil](mailto:michael.reiners@nrl.navy.mil).

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

(End of provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>  
<https://www.acquisition.gov/dfars>  
<https://www.acquisition.gov/>  
<https://www.acquisition.gov/dfars>

(End of provision)

## Section M - Evaluation Factors for Award

### EVALUATION FACTORS

#### **M-1 EVALUATION FACTORS**

##### **Basis for Award**

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

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

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

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

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

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

<b>Factors</b>
1. Technical Understanding
2. Personnel Qualifications
3. Management Capability
4. Past Performance
5. Small Business Participation
6. Small Business Subcontracting Plan
7. Cost/Price

Proposals will be evaluated in accordance with the following criteria:

Technical Capability includes the following three factors: 1) Technical Understanding, 2) Personnel Qualifications, and 3) Management Capability. The relative importance of the technical factors is: Technical Understanding is more important than Personnel Qualifications; Personnel Qualifications is more important than Management Capability.

Factors 1-3 of Technical Capability are more important than Factor 4: Past Performance, Factor 5: Small Business Participation, and Factor 6: Small Business Subcontracting Plan.

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

## **M-2 EVALUATION OF FACTORS 1-3: TECHNICAL CAPABILITY**

### **M-2-1 TECHNICAL CAPABILITY FACTORS**

#### **❖ FACTOR 1: TECHNICAL UNDERSTANDING**

Offerors' proposals will be evaluated on their demonstrated understanding of the requirements set forth in the Statement of Work (SOW).

The Government will evaluate:

1. The degree to which the Offeror's technical proposal clearly demonstrates the capability, knowledge and approach, for both Prime and Subcontractors in performing all aspects of the SOW.

2. The degree to which the Offeror demonstrates an overall understanding of the scope of work and provides an approach to performing the tasks described in the RFP.
3. The Offeror's size, scope, and complexity, as well as demonstrated knowledge, capability, and approach (for both Prime and Subcontractors) to perform all aspects of the tasks in accordance with the Statement of Work.
4. The Offeror shall specifically demonstrate its ability to perform the following tasks as described in the SOW including:
  - a. Remote Sensing Exploitation (SOW 3.1)
  - b. Sea Surface Temperature (SOW 3.2)
  - c. Ocean and Atmosphere Coupling Processes (SOW 3.3)
  - d. Ocean Acoustics (SOW 3.4)
  - e. Environmental Impacts on Sensors (SOW 3.5)
  - f. Marine Geology, Geophysics and Geodetics with emphasis on understanding seabed geologic processes (SOW 3.6)
  - g. Geospatial Analysis and Visualization (SOW 3.7)
  - h. Program Management, Documentation and Publication (SOW 3.8)

❖ **FACTOR 2: PERSONNEL QUALIFICATIONS**

The proposals will be evaluated on the Offeror's demonstrated ability to provide key personnel in accordance with Attachment J-3, Personnel Qualifications to carry out the SOW. The evaluation will consist of a review of the personnel qualification information provided by the Offeror, specifically in the following areas:

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

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

Key Personnel are identified as follows:

1. Project Leader (1 FTE)
2. Senior Computer and Information Research Scientist (1 FTE)
3. Senior Physical Scientist (1 FTE)
4. Senior Oceanographer (1 FTE)
5. Mathematician (1 FTE)

The experience and qualifications of all Key Personnel as noted above as it relates to this SOW and RFP Attachment J-3, Personnel Qualifications are of significant importance. ~~Lack of required experience and qualifications for these labor categories will result in a Deficiency rating for this factor.~~

The proposed key personnel shall be available for work efforts on the first day of the period of performance start date. The proposed non-key personnel shall be available for work efforts within two weeks of after the

period of performance start date. It is critical that the Offeror has properly committed key personnel with relevant experience and qualifications to complete the proposed work rather than just “corporate history” that does not transfer to the existing personnel who will perform the proposed work.

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

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

❖ **FACTOR 3: MANAGEMENT CAPABILITY:**

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

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

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

The Offeror must also provide a narrative description of its management experience on projects with scientific, research & development, and technical efforts similar to those required in the SOW. This description should clearly demonstrate how the contractor’s management plan defines the company’s management efforts resulted in its ability to meet performance requirements, cost, and schedule goals on projects of similar size and complexity.

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

The proposed Transition Plan will be evaluated on:

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

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

## M-2-2 TECHNICAL CAPABILITY ADJECTIVAL RATINGS

The Government will perform an analysis of the Technical Capability factors and assign an adjectival rating to each factor as identified below. This evaluation focuses on strengths, weaknesses, significant weaknesses, deficiencies, and risks of the Offeror's proposal, resulting in the assignment of an adjectival rating at the factor level. Risk assessments will be performed as to the risk of successful performance within each factor, which will assess the degree to which the offeror's proposed technical approach for the requirements of the solicitation may cause disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or increased likelihood of unsuccessful contract performance. Responses will be evaluated in terms of quality, depth, and relevance of information presented in response to this solicitation. It should be noted that proposals found to be unacceptable in any non-cost factor may result in the entire proposal being deemed Unacceptable. The following color/adjectival ratings and rating definitions will be used for each of the three technical factors. They will also be used to assign an overall combined Technical/Risk Rating for the technical proposal (Factor 1: Technical Capability):

Combined Technical/Risk Ratings		
Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, <u>and/or at least one significant strength</u> 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 <u>or significant strength</u> , 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 <u>and is unawardable</u> , and/or risk of unsuccessful performance is <u>unacceptable. Proposal is unawardable/unacceptably high.</u>

The associated risk descriptions are as follows:

RISK	DESCRIPTION
Low	Proposal may contain weakness(es)/weaknesses which have <del>little</del> low potential to cause disruption of schedule, increased cost, or degradation of performance. Normal contractor effort/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 <del>potentially</del> 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 <del>have</del> high potential to cause significant disruption of schedule, increased cost, or degradation of performance. <del>Is unlikely to overcome any difficulties, even with special</del> Special contractor emphasis and close Government monitoring <del>will unlikely be able to overcome any difficulties.</del>
Unacceptable	Proposal contains a <del>material failure</del> deficiency or a combination of significant weaknesses that <del>increases the causes an unacceptable level of</del> risk of unsuccessful performance <del>to an unacceptable level.</del>

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

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

### M-3 EVALUATION OF 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.

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

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

Sources of Past Performance Information for Evaluation are as follows:

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

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

#### M-3-1 PAST PERFORMANCE EVALUATION

The past performance evaluation results in an assessment of the Contractor's probability of meeting the solicitation requirements. The past performance evaluation considers each Contractor's demonstrated recent and relevant record of performance in supplying products and services that meet the Government's requirements. One performance confidence assessment rating is assigned for each Contractor after evaluating the Contractor's recent past performance, focusing on performance that is relevant to the Government's requirements.

There are three (3) aspects to the Past Performance evaluation: Recency, Relevancy (including context of data), and Quality (including general trends in Contractor performance and source of information).

1. Recency: The first aspect is to evaluate 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 establish the relevancy of past performance information.
2. Relevance: The second aspect of the past performance evaluation is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Present/past performance effort should demonstrate scope and magnitude of effort and complexities this solicitation requires. In establishing what is relevant for the acquisition, consideration should be given to those aspects of a Contractor's contract history that would give the greatest ability to measure whether the Contractor will satisfy the current procurement. Common aspects of relevancy include similarity of service/support, complexity; dollar value, contract type, and degree of subcontract/teaming. Relevancy ratings are based on the definitions below:

Past Performance Relevancy Ratings	
Rating	Description
Very relevant	Present/past performance effort involves essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involves similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involves some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involves little or none of the scope and magnitude of effort and complexities this solicitation requires.

3. Quality: The third aspect of the past performance evaluation is to establish the overall quality of the Offeror's past performance (see FAR 15.304(c)(2)). The past performance evaluation performed in support of a current source selection does not establish, create or change the existing record and history of the Contractor's past performance on previous contracts; rather, the past performance evaluation process gathers information from customers on how well the Contractor performed on those previous contracts. Other than small business offerors' past compliance with FAR 52.219-9, Small Business Subcontracting Plan, will also be evaluated.

Performance Confidence Assessment: The Government will review all past performance information collected and determine the quality of the Offeror's performance, general trends, and usefulness of the information and incorporate these into a 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 ratings are as follows:

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

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

Past Performance Relevancy Rating	
Rating	Definition
Recency	As it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For this acquisition, recency is defined as past performance references within the last five years as of the date of this solicitation release.
Relevancy	As it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.
Performance Confidence Assessment	An evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

#### M-4 EVALUATION OF FACTOR 5: SMALL BUSINESS PARTICIPATION

Offerors' completion of RFP Attachment J-6 – Small Business Participation, will be evaluated based on the following descriptions and will be assigned adjectival ratings in accordance with [Table 7 below, the table below](#). Evaluation of this factor also applies to DoD Comprehensive Test Program participants.

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

a. To be ~~Aceptable~~acceptable, the Offeror must demonstrate a plan to meet ~~the minimum objectives~~or exceed its proposed goals for the participation of small business firms (5%, including those in socioeconomic categories as defined in FAR Part 19) in terms of the percentage and dollars of the total acquisition value, ~~or the Offeror must provide a sufficient justification for its failure to do so.~~

a) — b. To be ~~Aceptable~~, the Offeror must describe the nature of the commitment with each small business, including the subcontract type.

To be ~~Aceptable~~acceptable, the Offeror must describe its use of small businesses in terms of the type and complexity and variety of work to be performed ~~as well as a description of.~~

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 ~~Aceptable~~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 ~~Aceptable~~acceptable, the Offeror must ~~demonstrate~~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.

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. In accordance with 13 C.F.R. 125.3(g)(3), a small business concern submitting an offer will be rated Acceptable for this Small Business Participation Factor, even if they elect not to submit any information in connection with this factor.

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

Small Business Participation Ratings	
Adjectival Rating	Description
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Unacceptable	Proposal does not indicate an adequate approach and understanding of small business objectives.

#### M-5 EVALUATION OF FACTOR 6: SMALL BUSINESS SUBCONTRACTING PLAN

[Small Business Subcontracting Plan \(Applicable only to Offerors that are other than small businesses\)](#)

The contracting officer will review subcontracting plans on an acceptable or unacceptable basis for compliance with FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations), and the applicable DFARS clause. A subcontracting plan is unacceptable if it does not clearly meet the requirements of FAR 19.704, FAR Clause 52.219-9 (Alternates and Deviations) and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a DoD Comprehensive Test Program subcontracting plan).

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

Small Business Subcontracting Plan Ratings		
COLOR	RATING	DESCRIPTION
Green	Acceptable:	Proposal meets all requirements of the solicitation and FAR 52.219-9 on small business subcontracting, and small business subcontracting is tailored to requirement (if no corporate comprehensive subcontracting plan) indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is no worse than moderate. All small business concerns shall receive an acceptable rating for this factor.
Red	Unacceptable:	Proposal does not meet all the requirements of the solicitation and FAR 52.219-9 as they pertain to small business subcontracting and proposed small business subcontracting is not tailored to requirement (excluding corporate comprehensive subcontracting plans). Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable/un-awardable.

#### M-6 EVALUATION OF FACTOR 7: COST

Proposals will be evaluated using the cost/price analysis methods of FAR Subpart 15.4. Cost will become significantly more important as technical and past performance ratings approach equality.

Cost Evaluation	
Cost Factor	Basis of Evaluation
Cost	Completeness, realism, and reasonableness.
	The Government will evaluate each Offeror's proposed CLIN pricing to ensure all proposed costs were proposed in accordance with the instructions outlined in Section L of this solicitation. The Government will evaluate each Offeror's proposed pricing to establish that it is reasonable. At the Contracting Officer's discretion, price reasonableness may be presumed without further review based on adequate price competition for the requirement that is the subject of this solicitation. Where adequate price competition is deemed not to exist based on proposals received or on other factors, the Government, at its election, may determine the reasonableness of any Offeror's

proposed pricing with reference to the factors identified at FAR 15.404-1(b)(2)(ii)-(vii). The Government reserves the right to reject, without further consideration and without notice to the Offeror, any offer where the proposed pricing is determined to be unreasonable.

The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced from year to year. Evaluation of options shall not obligate the Government to exercise the option(s).

Options. Evaluation of Options will be conducted in accordance with FAR 52.217-5, Evaluation of Options, to include FAR 52.217-8, Option to Extend Services and FAR 52.217-9, Option to Extend the Term of the Contract. The objective of the evaluation of the option is to determine that the price is fair and reasonable. Evaluation of options shall not obligate the Government to exercise any options.

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

Experience in Navy programs indicates that a contract awarded to a contractor submitting an unrealistically low cost proposal (whether resulting from a decision on the part of the contractor to submit a price below anticipated costs; from inaccurate, incorrect or improper assumptions in the cost, technical, or other areas; from a lack of understanding of the contract requirements, or other circumstances) may cause problems for the Navy, as well as the contractor during contract performance. Such problems may result in significant cost overruns which may substantially impair the contractor's ability to meet its requirements. Accordingly, Offerors are cautioned that should the Government determine that a proposal submitted in response to this RFP is unrealistically low based on the Government's cost realism analysis; the Government may reject the proposal regardless of its technical merit and/or evaluated cost.

The Cost Proposal evaluation will be based on compliance with the solicitation, a cost realism analysis, completeness of the cost data, traceability of the cost to the Offeror's capability data and the proposed allocation of man-hours, materials, and labor mix. Pertinent cost information including, but not limited to, DCAA or DCMA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be considered in arriving at the Government determination of the most probable estimated cost to be incurred in the performance of the contract. BECAUSE OF THIS, OFFERORS ARE INSTRUCTED TO PROVIDE THEIR ACTUALLY INCURRED DIRECT AND INDIRECT LABOR RATES FOR THE PAST THREE CONTRACTOR FISCAL YEARS. SALARY DATA FOR PERSONNEL PROPOSED MAY BE SUBMITTED IN LIEU OF CORPORATE LABOR RATES IF CORPORATE LABOR STRUCTURE DOES NOT SUPPORT. THIS DATA SHALL BE PROVIDED ON CORPORATE LETTERHEAD AND SIGNED BY THE COGNIZANT REPRESENTATIVE. Failure to provide actually incurred direct and indirect labor rates for the past three contractor fiscal years may result in a significant weakness or deficiency. Salary data for personnel proposed may be submitted in lieu of corporate labor rates if corporate labor structure does not support.

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

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

The GTEP is calculated as follows:

The Governments Total Evaluated Price (TEP) will be calculated by summing the projected cost to the Government for each of the following CLINs as follows:

$$\text{CLIN 0001} + \text{CLIN 0002} + \text{CLIN 0003} + \text{CLIN 1001} + \text{CLIN 1002} + \text{CLIN 1003} + \text{CLIN 2001} + \text{CLIN 2002} + \text{CLIN 2003} + \text{CLIN 3001} + \text{CLIN 3002} + \text{CLIN 3003} + \text{CLIN 4001} + \text{CLIN 4002} + \text{CLIN 4003}$$

*Another way of looking at this:*

CLINs	Cost Element	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
CLINs 0001, 1001, 2001, 3001 and 4001	Labor	Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose
CLIN's 0002, 1002, 2002, 3002 and 4002	Travel Cost	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
CLIN's 0003, 1003, 2003, 3003 and 4003	ODC	\$950,000	\$950,000	\$950,000	\$950,000	\$950,000
<b>Total Evaluated Price</b>		Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose	Offeror to Propose

\*The values provided by the Government in the table above are not inclusive of Offeror indirect costs. Offerors are instructed to propose accordingly.

For evaluation purposes only, the Government will utilize the above formula for evaluating each Offerors proposal. Any Offeror who fails to populate Section B CLIN pricing within Volume IV will not be considered for award. If for any reason, the pricing found in the Offeror's populated Attachment J-4 differs from those values proposed in Section B, the Section B values will be used by the Governments in calculating the TEP.

The burden of proof for cost credibility rests with the Offeror. Therefore, any inconsistency, whether real or apparent, between the technical proposal and cost should be explained in the supporting cost data volume. Offerors are cautioned that to the extent proposed costs appear unrealistic or unsupported by cost realism substantiating data and analysis; the Government may infer a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offerors. Therefore, each Offeror should ensure that its proposal provides a clear and complete discussion of the methodologies and cost realism substantiating data that demonstrate the cost realism of the Offeror's proposed costs. Proposals should also include, for Government review, all underlying substantiating data that the Offeror used in demonstrating the cost realism of its proposed costs.

Evaluation of options shall not obligate the Government to exercise the option(s). The evaluation will be based on an analysis of the realism and completeness of the cost proposal, the traceability of the cost to the Offeror's technical proposal, and the proposed allocation of man-hours and labor mix. If proposed direct and indirect labor rates are considered to be unrealistic, the Offeror's proposed costs will be adjusted upward to reflect more realistic costs. Based on this analysis, an adjusted cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs for evaluation purposes only.

~~Offerors will be evaluated on both the Prime Offerors and major subcontractors (subcontractors exceeding the requirement for certified cost or pricing data, currently at \$2,000,000) proposed Small Business Participation.~~

#### **M-7 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-8 FINAL PROPOSAL REVISIONS**

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

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

#### **M-89 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS**

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

#### **CLAUSES INCORPORATED BY REFERENCE**

52.217-5

Evaluation Of Options

JUL 1990