

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011853686		PAGE 1 OF 107	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124923R0005	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LARRY C. BUSH				b. TELEPHONE NUMBER (No Collect Calls) 706-791-1800	
						8. OFFER DUE DATE/LOCAL TIME 04:30 PM 02 Mar 2023	
9. ISSUED BY MICC - FORT GORDON 271 HERITAGE PARK LANE BLDG. 35200 FT GORDON GA 30905 TEL: 706-791-1800 FAX: 706-791-8651		CODE W91249		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 611430 SIZE STANDARD: \$15,000,000.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 107	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Instructional Systems Support (Base) FFP The Contractor shall provide all necessary management, supervision and other labor required to successfully perform non-personal G3/5/7 Instructional Support in accordance with the Performance Work Statement (PWS) and other areas of the solicitation. FOB: Destination MFR PART NR: Instructional Systems Support Contract PURCHASE REQUEST NUMBER: 0011853686 PSC CD: U009	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Service Contract Reporting (Base) FFP Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract IAW the PWS. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at https://www.sam.gov . FOB: Destination PSC CD: U009	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Job		
OPTION	Instructional Systems Support OY1 FFP The Contractor shall provide all necessary management, supervision and other labor required to successfully perform non-personal G-357 Instructional Support in accordance with the Performance Work Statement (PWS) and other areas of the solicitation. FOB: Destination MFR PART NR: Instructional Systems Support Contract PSC CD: U009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Job		
OPTION	Service Contract Reporting OY1 FFP Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract IAW the PWS. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at https://www.sam.gov . FOB: Destination PSC CD: U009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Job		
OPTION	Instructional Systems Support OY2 FFP The Contractor shall provide all necessary management, supervision and other labor required to successfully perform non-personal G-357 Instructional Support in accordance with the Performance Work Statement (PWS) and other areas of the solicitation. FOB: Destination PSC CD: U009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Job		
OPTION	Service Contract Reporting OY2 FFP Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract IAW the PWS. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at https://www.sam.gov . FOB: Destination PSC CD: U009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Job		
OPTION	Instructional Systems Support OY3 FFP The Contractor shall provide all necessary management, supervision and other labor required to successfully perform non-personal G-357 Instructional Support in accordance with the Performance Work Statement (PWS) and other areas of the solicitation. FOB: Destination PSC CD: U009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		1	Job		
OPTION	Service Contract Reporting OY3 FFP Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract IAW the PWS. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at https://www.sam.gov . FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Job		
OPTION	Instructional Systems Support OY4 FFP The Contractor shall provide all necessary management, supervision and other labor required to successfully perform non-personal G-357 Instructional Support in accordance with the Performance Work Statement (PWS) and other areas of the solicitation. FOB: Destination PSC CD: U009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		1	Job		
OPTION	Service Contract Reporting OY4 FFP Contractor is required to provide data on Contractor labor hours (including subcontractor labor hours) for performance of this contract IAW the PWS. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at https://www.sam.gov . FOB: Destination				

NET AMT

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

1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 28-JUL-2023 TO 27-JUL-2024	N/A	N/A FOB: Destination	
0002	POP 28-JUL-2023 TO 27-JUL-2024	N/A	N/A FOB: Destination	
1001	POP 28-JUL-2024 TO 27-JUL-2025	N/A	N/A FOB: Destination	
1002	POP 28-JUL-2024 TO 27-JUL-2025	N/A	N/A FOB: Destination	
2001	POP 28-JUL-2025 TO 27-JUL-2026	N/A	N/A FOB: Destination	
2002	POP 28-JUL-2025 TO 27-JUL-2026	N/A	N/A FOB: Destination	
3001	POP 28-JUL-2026 TO 27-JUL-2027	N/A	N/A FOB: Destination	
3002	POP 28-JUL-2026 TO 27-JUL-2027	N/A	N/A FOB: Destination	
4001	POP 28-JUL-2027 TO 27-JUL-2028	N/A	N/A FOB: Destination	
4002	POP 28-JUL-2027 TO 27-JUL-2028	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	NOV 2021
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-12	Certification Regarding Tax Matters	OCT 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-2	Evaluation - Commercial Items	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.219-1	Small Business Program Representations	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-50	Combating Trafficking in Persons	NOV 2021
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992

252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement.

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

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

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available

information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

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

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) Representations.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily

business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the

United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a small business concern; or

(ii) It [____] is, [____] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____]

Small business concern. The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a service-disabled veteran-owned small business concern; or

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
____	____	____
____	____	____
____	____	____

[List as necessary]

(3) Domestic end products containing a critical component:
Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. ____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(____) Sole proprietorship;

(____) Partnership;

(____) Corporate entity (not tax-exempt);

(____) Corporate entity (tax-exempt);

(____) Government entity (Federal, State, or local);

(____) Foreign government;

(____) International organization per 26 CFR 1.6049-4;

(____) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____ .

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory,

performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that--

(i) It [____] does, [____] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

XX (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

XX (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

XX (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

XX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-6.

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

____ (ii) Alternate I (MAR 2020) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (NOV 2016) of 52.219-9.

____ (iii) Alternate II (NOV 2016) of 52.219-9.

____ (iv) Alternate III (JUN 2020) of 52.219-9.

____ (v) Alternate IV (SEP 2021) of 52.219-9.

____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

____ (ii) Alternate I (MAR 2020) of 52.219-13.

____ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

____ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

XX (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

____ (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

XX (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

____ (ii) Alternate I (OCT 2022) of 52.225-1.

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (v) Alternate IV (OCT 2022) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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 30 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c)(1) A joint venture qualifies as a small business concern if--

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protege is small under the size standard for the solicitation in a joint venture comprised of a mentor and protege with an approved mentor-protege agreement under a SBA mentor-protege program.

(2) A joint venture qualifies as--

(i) A service-disabled veteran-owned small business concern if it complies with the requirements in 13 CFR part 125; or

(ii) A HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[Contracting Officer check as appropriate.]

___ By the end of the base term of the contract and then by the end of each subsequent option period; or

___ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

GS 0301-11 , Operations Specilaist \$102,166 (General Schedule Job Grading Standard for Program Manager, 0301)

GS 1410 -11 , Librarian \$102,166 (General Schedule Job Grading Standard for Program Manager, 1410)

GS 1712-11 , Training Instructor \$104,966 (General Schedule Job Grading Standard for Program Manager, 1712)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://acquisition.gov/far/index/html>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.htm>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

Destination / Destination

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

Invoice 2in1

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

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

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

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

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

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in 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	HQ0490
Issue By DoDAAC	W91249
Admin DoDAAC**	W91249
Inspect By DoDAAC	TBA
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	TBA
Service Acceptor (DoDAAC)	TBA
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

TBA

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

TBA

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

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS) CCoE G-3/5/7 Instructional Systems Support Contract

Part 1 General Information

1. GENERAL: This is a non-personal services contract to provide 2-Star Level training support, operations support and library support to the U.S. Army Cyber Center of Excellence (CCoE) G-3/5/7 and Fort Gordon, Georgia. This effort will support the CCoE's mission to Train and Educate the world's best Cyberspace, Electronic Warfare (EW), and Signal Operators while developing DOTMLPF-P solutions, in order to conduct effective and integrated cyberspace, EW, and signal operations supporting Unified Land Operations (multi-domain battle). The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.1 Description of Services/Introduction: The CCoE and Fort Gordon require contractor support the CCoE's Operations, Quality Assurance, Learning Innovation, Cyber Research Center, and Institutional Training Directed Lodging and Meal sections within the G-3/5/7. The contractor shall provide qualified personnel to facilitate the required section responsibilities and requirements as listed in this PWS. These requirements are used to enhance the use of current and emerging technologies in all three Army training domains (institutional, operational, and self-development). Material updated and revised shall facilitate adult learning through modern training techniques

and methodologies and shall be Government-owned. Contract personnel shall meet the standards outlined IAW the requirements and deliverables of this acquisition. Personnel shall provide support through Quality Assurance, cyber-lab technical support, operations, and curriculum validation IAW the requirements and deliverables of this acquisition. Except for property and services specified as government furnished, the contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform instructional support as defined in this Performance Work Statement. The contractor shall perform to the standards in this contract. Contractor personnel shall create, review, update, and revise products in accordance with (IAW) Training and Doctrine Command (TRADOC) Regulation 350-70, TR PAM 350-70 Series (1-16) and all applicable regulations, Cyber Center Standard Operating Procedures (SOP).

The Contractor shall be responsible for management and resolution of the full scope and variety of administrative and technical issues and problems that may arise during performance of this contract. All updated and revised products shall be submitted to the Government for review, approval, and submission to the appropriate agencies. Products shall be reviewed for educational soundness, conformance with the schools training philosophy, adherence to MOS training strategy, accuracy, deficiencies, and compliance with published guidance.

1.2 Background: The CCoE is headquartered at Fort Gordon, GA, and provides the U.S. Army with highly training personnel to conduct multi-discipline Cyber and Signal operations. As part of their activities, the CCoE requires support for continued operations and future development of the automated systems necessary to support the warfighter and its schools. The CCoE ensures reliable, uninterrupted availability of Command, Control, Communications, Computers, and Information Management (C4IM) including: networks, hardware, software, engineering, and specialized tools at the point of customer need to support its mission. The ability to provide mission critical Cyber and Signal support is dependent on the successful use of its information technology (IT) networks worldwide. The CCoE has three (3) major tenant organizations with varying breadths of Signal, Cyber and Electronic Warfare responsibilities which span the Army and the Department of Defense from the tactical edge to the strategic enterprise and national levels.

1.3 Objectives: This effort shall provide the CCoE G-3/5/7 with support as outlined in this PWS. Support shall include, Operations, Quality Assurance, Multimedia Products, Education Outreach, CRC Librarian and Institutional Training Directed Lodging and Meal (ITDLM) program duties. Contractor personnel shall demonstrate model behavior and professionalism at all times. All support will be conducted at a clearance level of Secret.

1.4 Scope: This contract is focused on support to; CCoE Operations, Quality Assurance Division, Learning Innovation Branch (LIB), Institutional Training Directed Lodging and Meal (ITDLM), and the Cyber Research Center (CRC) functions. The

Contractor shall hire and maintain the proper mix of certified personnel IAW with this PWS.

1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and four (4) one year options. The Period of Performance reads as follows:

Base Year	28 July 2023 – 27 July 2024
Option Year I	28 July 2024 – 27 July 2025
Option Year II	28 July 2025 – 27 July 2026
Option Year III	28 July 2026 – 27 July 2027
Option Year IV	28 July 2027 – 27 July 2028

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control plan/program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The contractor shall utilize personnel who possess the knowledge, skills, attributes, and experience to support Cyberspace, Signal, Electronic Warfare (EW) operations IAW all relevant regulations, requirements, and Standard Operating Procedures (SOPs) to include; Training and Doctrine Command (TRADOC) Regulation 350-70, TRADOC-Pamphlet 350-70—9 and ITDLM Handbook and SOP training standards. The initial Quality Control Program (QCP) shall be delivered with the contractor's proposal. After contract award, three copies of a comprehensive written QCP shall be submitted to the Contracting Officer and Contracting Officer's Representative within the first 30 days of start date and within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system. Revisions to the QCP may be required at any time during performance of the contract to assure contractor compliance with requirements of the PWS and contract. The contractor shall make appropriate revisions and obtain acceptance of the revised plan from the COR.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The contractor is not expected to perform services on federal holidays.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth Day
Christmas Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Independence Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business between the hours of 0800 to 1700 Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. Shift work is not required.

1.6.4.1 In the event personnel supporting this contract are required for early/late/weekend operations, the anticipated hours shall be shifted from the weekday work.

Alternate Day Shift 0630-1030 and 1500-1900
Alternate Swing Shift 1300-1700 and 1900-2300
Alternate Midnight Shift 2100-0100 and 0300-0700
Weekend Shift 0830-1330 on Saturdays, with five hours shifted from weekday work

1.6.4.2 These operating hours and days may vary based on the requirements of the agency. Contractor personnel work schedules may be "flexed" to meet the training needs of the Cyber Center of Excellence (CCoE) G-3\5\7 for weekend and extended duty periods during regular training and exercises, while still adhering to the standard five-day work week. Overtime will not be authorized.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at various locations within the CCoE G-3\5\7 footprint located on Fort Gordon, Georgia. Contractors may be required to travel to other locations to participate required training, conferences, and briefings.

The Government may authorize contractors to work from an alternate duty/telework location with the approval of the Contracting Officer Representative and/or Contracting Officer during emergency situations within the Fort Gordon area of operations. Contractor shall continue to meet tasks, deliverables and current level of support in accordance with contract. A detail plan will be created by the contractor and on hand to execute during emergency situations and agreed by the Government prior to executing any remote work requirement. Working from an alternate duty/remote location will be at no additional expense to the government. The Government is not authorizing the use of

off-site rates to accomplish alternate duty location work and will not be responsible for any associated costs. Personal or company issued equipment may not be used to access the government network infrastructure unless pre-approved; examples include using VPN or a corporate network. However, the inability to access the government network infrastructure using authorized devices does not necessarily prohibit the contractor from performing off-site, whenever the work could be performed without such access.

1.6.6 Type of Contract: The government will award a firm fixed price contract.

1.6.7 Security Requirements: All contractor employees performing on this contract must be U.S. citizens. At Contract start date, all contractor employees will have or obtain a final Secret Security Clearance and maintain the required clearance throughout the life of the contract. Failure, inability, or delay in obtaining the appropriate clearance shall not relieve the contractor from performance under the terms of this contract. Additionally, all contract personnel are required to in-process the Cyber Center of Excellence (CCoE) Operations Security Office within 10 days of start of contract. The security requirements are in accordance with the attached DD254.

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured. In some cases, as determined by the contracting officer's representative (COR), contractors shall be required to sign for government provided equipment.

1.6.7.2 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other

than Contractor employees engaged in the performance of assigned work in those areas or personnel authorized entrance by the Contracting Officer.

1.6.7.3 Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.7.4 The contractor is responsible for acquiring the required security clearances. The contractor shall ensure that all assigned personnel understand applicable security policies and directives found in DOD 5220.22-M, National Industry Security Program Operating Manual (NISPOM); DODM 5200.01 (Vol 4), DOD Information Security Program – Controlled Unclassified Information; AR 380-5, Information Security Program, and all other applicable policies and regulations.

1.6.7.4.1 The contractor shall ensure that classified data is controlled, protected, and safeguarded in accordance with AR 380-5 and current Army and DOD policy. Classified information shall be accessed and stored in government spaces only. The contractor shall agree that any data furnished by the government to the contractor shall be used only for performance under this PWS, and all copies of such data shall be returned to the government upon completion of this effort.

1.6.7.4.2 The contractor Facility Security Officer (FSO) will ensure there is a procedure for all contractor employees to in-process and out-process the CCoE G2 Security Office (Nelson Hall, Room 222). All contractors shall turn-in their Common Access Card (CAC) to the COR on their last day of employment. Compliance with DD Form 254, Department of Defense Contract Security Classification Specification, is required.

1.6.7.5 Handling/Access to Classified Information: The contractor shall comply with FAR 52.204-2, Security Requirements. This involves access to information classified "Confidential," "Secret," or "Top Secret" and requires contractors to comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), and (2) any revisions to DoD 5220.22-M. Any adverse action preventing a contractor from retaining access to classified material must be brought to the attention of the COR, Security Division, and contractor Facility Security Officer (FSO) immediately.

1.6.7.6 SIPRNET and JWICS Access: The COR will identify contract employees that are required to have Secret Internet Protocol Network (SIPRNET) and/or Joint Worldwide Intelligence Communications System (JWICS) access. SIPRNET and JWICS access will only be as directed by the Government requirement activity and at Government facilities only. Contractors requiring access to the SIPRNET must have a final Secret clearance. Contractors requiring access to JWICS must have a final TS clearance and be indoctrinated for Sensitive Compartmented Information access. Approval by the COR is required prior to granting access. SIPRNET/JWICS may

contain NATO information and a NATO awareness brief and acknowledgement is required for all personnel prior to being granted access to the SIPRNET/JWICS. The NATO Awareness briefing is required to inform personnel how to protect NATO information in the event they come across it while accessing the SIPRNET/JWICS. A written acknowledgment shall be maintained by the COR. The Contractor shall not access, download or further disseminate any classified information from SIPRNET/JWICS that is outside the execution of the defined contract requirements unless specifically authorized in writing by the Government Program Manager and the KO (Contracting Officer). In the event that any special access is required, the KO must modify the requirements and DD Form 254.

1.6.7.7 Army Cybersecurity/Awareness Training: All contractor employees and associated subcontractors must complete the DoD Cyber Awareness Challenge Training (<https://cs.signal.army.mil/>) before issuance of network access and annually thereafter. Certificates of successful completion for both initial awareness training and annual refresher training shall be provided to the COR via the Army Training and Certification Tracking System (ATCTS). All contractor employees will successfully complete all required IA training as specified in AR 25-2 and as directed by the Government. At work performance start date all contractor employees working Cyber Security functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M, DoDD 8140.01, and AR 25-2.

1.6.7.8 Information Security Program Training: All contractor employees, including subcontractors, assigned to this contract, shall complete the on-line Information Security Program Training located on the Army Learning Management System (ALMS) site at <https://www.lms.army.mil/learnreview>. Training must be completed within 30 days of reporting for duty and annually thereafter. The Information Security Program Training Certification meets an Army mandatory annual training requirement for this subject. This Certification is the consolidation of the training topics previously provided in the Security Training - Initial Security Orientation and Security Training - Annual Security Refresher Training courses. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR and unit/activity security manager (Ref ALARACT 207/2013, DTG 291848Z Aug 13, Subj: Army Wide Roll-out and Requirement for Standardized Computer Web-Based Security Training on the Army Learning Management System (ALMS)).

1.6.7.9 Anti-Terrorism (AT) Level I Training: All contractor employees, including subcontractors, assigned to this contract shall receive an initial Anti-Terrorism Level I Brief by a certified ATO Level II Officer within 30 days of reporting for duty (Monthly briefings are offered by the Garrison Antiterrorism Officer). Annual refresher Antiterrorism Level I Training shall be completed on-line at [JKO LCMS \(jten.mil\)](http://jko.lcms.jten.mil). The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR and unit/activity security manager (Ref Department of the Army, US Army Contracting Agency, SFCA-CO, 05 Sep 07, subject: Incorporation of Measures into the Contracting Process and AR 525-13, Antiterrorism).

1.6.7.9.1 Note: Contractor personnel shall receive an AOR briefing if traveling OCONUS on TDY. Briefing must be provided by a certified ATO Level II Officer within 7 working days prior to TDY departure outside the 50 United States, its territories, and possessions. This is separate from the normal annual AT Level I training requirement (Ref AR 525-13).

1.6.7.10 iWATCH: All contractor employees, including subcontractors, assigned to this contract shall receive a brief on the local iWATCH program (provided in conjunction with the AT Level I Training). This training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 days of reporting to duty with the results reported to the COR and then annually thereafter. To view "iWATCH Video", on how you as a contractor can be vigilant and report suspicious activities, See Something Say Something, as you perform your job in support of the U.S. Cyber Center of Excellence at <https://www.mepcom.army.mil/Home/Contractors/> (Approximately 8 min, 28 sec.)

1.6.7.11 Operation Security (OPSEC) Training: All contractor employees, including subcontractors, assigned to this contract shall complete Level I OPSEC training within 30 days of reporting for duty and then annually thereafter. Initial Level 1 OPSEC training will be conducted monthly by the Garrison OPSEC Officer or a Level II certified OPSEC Officer. Annual refresher training shall be completed on-line at [JKO LCMS \(jten.mil\)](http://jko.lcms.jten.mil). The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR and unit/activity security manager. OPSEC training guidelines are contained in AR 530-1, Operations Security. The contractor shall adhere to local OPSEC policies and procedures of the government requiring activity. When in a TDY status in support of this work effort, the contractor shall also adhere to any OPSEC policies and procedures in effect at TDY locations.

All contractor employees, including subcontractors, assigned to this contract shall complete DOD Mandatory Controlled Unclassified Information (CUI) Training JS-US082 at [JKO LCMS \(jten.mil\)](http://jko.lcms.jten.mil).

1.6.7.12 Threat Awareness and Reporting Program (TARP) Training: All contractor employees, including subcontractors, assigned to this contract shall complete Face to Face TARP training within 45 days of reporting for duty (as available on Fort Gordon) or at <https://www.lms.army.mil/learnerview/> and then annually thereafter. Face to Face TARP training will be conducted 1st Friday of each month by the 902nd MI Group, in Darling Hall, Room 188. The U.S. Army Threat Awareness and Reporting Program (TARP) training is designed to ensure that DA personnel recognize and report incidents and indicators of the following: attempted or actual espionage, subversion, sabotage, terrorism or extremist activities directed against the Army and its personnel, facilities, resources, and activities indicators of potential terrorist associated insider threats illegal diversion of military technology unauthorized intrusions into automated information systems unauthorized disclosure of classified information indicators of other incidents that may indicate foreign intelligence or international terrorism targeting of the Army.

Note: Live training is the preferred method for an individual to receive TARP

training. The COR will ensure contractors are notified of available training opportunities. Completion of training shall be reported to the COR and the unit/activity security manager (Ref AR 381-12).

1.6.7.13 Installation Access: All contractor employees, including subcontractors, shall comply with applicable installation and facility access security policies and procedures at all work and TDY locations. All contractors and subcontractors will be issued a Common Access Card (CAC) or an Installation Pass issued through the Automated Installation entry (AIE) Security System to access the installation. The Fort Gordon military installation is a limited access post. Unscheduled gate closures by the military police may occur at any time. In accordance with Army Regulation 525-13, paragraph 5-19, all prospective contractors will undergo a verification process by the installation Provost Marshal Office, Director of Emergency Services to determine the trustworthiness and suitability prior to being granted access to federal property. This will be accomplished using the National Crime Information Center (NCIC) Interstate Identification Index (III). This is the minimum baseline background check for entrance onto Army Installations for non-CAC holders to include entrance of visitors (Ref AR 190-13, paragraph 8-2). All personnel entering or exiting the installation may experience a delay due to vehicle inspections, registration checks, verification of seat belt use, etc. All vehicles and personnel are subject to search and seizure. The search and seizure provisions shall apply to contractor personnel while within Fort Gordon's area of jurisdiction. Contractor personnel shall comply with all entry control requirements and security policies/procedures in effect. Security procedures may change without notice.

1.6.7.13.1 Access and general protection/security policy and procedures. Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

1.6.7.14 Contractor Verification System (CVS) /Trusted Agent Sponsorship System: Contractor User Guide see <http://www.uscg.mil/hq/cg-85/CVS/Training/Contractor%20User%20Guide.htm>, Additional Program Information see <http://www.uscg.mil/hq/cg-85/CVS/CVS.htm>.

1.6.7.15 Common Access Card (CAC): The contractor must obtain a CAC for those employees whose functions require access to systems or facilities controlled by the Common Access Card. The Contractor Representative will notify the government CVS Trusted Agent (TA) of new employee CAC requirements. The company representative must provide all personnel data required to process CVS applications with the TA, including security investigation requirements. A contractor employee will obtain a CAC

at the DEERS/RAPIDS terminal when the application is approved. The contractor employee will inform Corporate Facility Security Officer (FSO)/Security Manager of approval/denial of the CAC application and will return the CAC to Corporate FSO upon departure or dismissal. The contractor is responsible for implementation and follow-up. Once the form is properly filled out, the COR will verify that they authorized and required to have a CAC. The contractor employees will be directed to go to the designed in processing facility and obtain the CAC. Should an employee leave prior to the contractor expiration, the contractor is responsible for ensuring the immediately be delivered to the COR for cancellation upon the release of any employee. Failure, inability, or delay in obtaining the CAC does not relieve the contractor from performing under the terms of the contract.

1.6.7.16 Material and Supplies: Reference Part 3 and Part 4 of this PWS.

1.6.8 Special Qualifications: The contractor is responsible for the overall management and oversight of this contract. It is the contractor's responsibility to staff and deploy qualified contractor personnel to meet all of the PWS requirements. The Government's historical staffing data is provided under Technical Exhibit 3. The Contractor shall be responsible to propose and deploy the correct labor types, mix, number and hours required to satisfactorily and professionally meet all PWS requirements. The Government anticipates the requirements within this PWS will require the labor categories: Instructional Systems Clerk, Operations Specialist, Multimedia Designer, Multimedia Programmer, Education Outreach Specialist, Training Specialist, and Librarian. The estimated staffing matrix can be found in Technical Exhibit 3.

1.6.8.1. Personnel associated with this effort shall:

- Possess or obtain a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Possess a favorable T1/National Agency Check with Inquiries (NACI) at contract start date and maintain throughout the life of the contract.
- Must be a US Citizen with an ability to read, write, speak and understand English.
- Possess and maintain a valid driver's license.
- Possess and maintain all required training as stated throughout this PWS.
- Possess skills/knowledge of performing office automation work that includes word processing, electronic mail, spreadsheets, presentations, and other personal computer applications; typing a variety of materials from rough draft into final form including narrative and tabular material, e.g., correspondence, reports, and forms; maintaining records, historical records, survey results, reference library of training catalogs, regulations and other miscellaneous publications; establishing and maintaining office functional files and reference files; knowledge management applications e.g., SharePoint and Blackboard and Microsoft (Word, Excel, Access, Power BI, etc.).

1.6.8.1.1 Institutional Training Directed Lodging and Meal (ITDLM) Coordinator:

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract
- Have two (2) years' experience establishing and maintaining office functional files and reference files; knowledge management applications, e.g., SharePoint, Army Training Requirements and Resources System (ATRRS), and MS Office, Adobe applications
- Has experience answering telephone calls and troubleshooting stressful situations
- Possesses strong customer service skills, interpersonal skills, organizational skills, and time management skills
- Displays impeccable interpersonal, time management, organizational skills, and customer service skills
- At least two (2) years' of hospitality industry experience as a hotel front desk agent, reservation management systems or similar position preferred
- Possess advanced writing skills (e.g. tailoring content and delivery for different audiences using Bloom's Taxonomy).
- Graduated from the Installation Staff Contractor Training Course (ISCTC) or meet the requirements to complete the required training within 60 days of contract award or first available class date offered by the CCoE Faculty and Staff Development Branch.

1.6.8.1.2 Multimedia Design Support:

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Possess a Bachelor's Degree in Multimedia Design or a related field.
- Possess a minimum of two years' directly related experience producing 3D models and animations using 3D Studio Max, Maya or Blender, Adobe Creative Suite, or similar software.
- Possess a minimum of two years' directly related experience in 2D designs, illustrations, and layouts such as color theory, digital imaging, photography, and video and audio production (recording and editing).
- Possess skills in computer animations, embedded games, and building multimedia instruction using Adobe Captivate, or similar software, for web-based applications and courseware.
- Graduated Installation Staff Contractor Training Course (ISCTC) or meet the requirements to complete required training within 60 days of contract start date.

1.6.8.1.3 Multimedia Development Support

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Have a Bachelor's Degree in Computer Science or a related field.
- Possess a minimum of one (year) experience with HTML, JQuery, JavaScript, CSS, PHP, JSON, MySQL, database management, web-based scripting, and object-oriented programming.

- Be experienced with two (2) years computer networking, and Android/iOS and Linux operating systems experience. (Highly desired).
- Have two (2) years' experience and knowledge in reverse engineer code.
- Have two (2) years' experience in the functions of a Learning Management System, Blackboard experience preferred.
- Possess the ability to build and integrate 2D and 3D models into a game development software, such as Unity, Unreal, or similar engine.
- Possess the ability to script animations, scenarios, and games using C#, JavaScript, or similar programming language.
- Possess the skills in computer animations, embedded games, and building multimedia instruction using Adobe Captivate and Adobe Creative Suite, or similar software for web-based applications and courseware.
- Experience with graphics and multimedia design and Sharable Content Object Reference Model (SCORM) compliance for launching content on an LMS.
- Graduated Installation Staff Contractor Training Course (ISCTC) or meet the requirements to complete required training within 60 days of contract start date.

1.6.8.1.4 Operations Support:

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Contractor must have successfully completed a 4 year course of study in an accredited college or university leading to a bachelor's or higher degree that included or was supplemented by at least 24 semester hours appropriate to the work of the position, e.g. English, Planner, Business and Business Analytics.
- Must have experience within the United States Army/Military serving in leadership positions as an Officer, Non-Commissioned Officer (NCO) or Warrant Officer (WO). Individual will have achieved the grade of E7 for NCOs, WO3 for Warrant Officers and O3 for commissioned officers.
- Have three (3) years of experience briefing Senior Level Leaders and Managers at the Command Level.
- 2 years' experience applying Emergency Management and/or protection principles for any DoD agency.
- Documented experience with Federal, State, and Local Law Enforcement agencies, personnel, and procedures e.g. Unified Facilities Code, US Army Corp of Engineers and other guidance and documentation on force protection construction and engineering.
- Possess advanced writing skills (e.g. tailoring content and delivery for different audiences using Bloom's Taxonomy).
- Have two (2) years' experience establishing and maintaining office functional files and reference files; knowledge management applications, e.g., SharePoint, Army training requirements and resources system (ATRRS), and MS Office Adobe applications.
- Graduated from the Installation Staff Contractor Training Course (ISCTC) or meet the requirements to complete the required training within 60 days of

contract award or first available class date offered by the CCoE Faculty and Staff Development Branch.

- If military, must have graduated from the Army's Advanced Leaders Course, Captain Career Course or Warrant Officer Advanced Course or equivalent courses from other Armed Services.

1.6.8.1.5 Education Outreach Support:

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Possess a Bachelor's Degree from an accredited college or university, in marketing, journalism, public relations, business or a related field.
- In lieu of a Bachelor's Degree, a minimum of 2 (two) additional years of experience in outreach or related areas.
- Have two (2) years' experience in data collection and analysis, and representing their organizations at institutions of higher learning.
- Minimum two (2) years' experience in event planning and business and academia sponsorship solicitation
- Possess clear, competent technical writing skills, excellent communication and interpersonal skills with the ability to build and maintain good relations with partners and stakeholders.
- Have two (2) years' experience utilizing advanced presentation speaking skills (e.g. tailoring content and delivery for different audiences, presenting confidently to large or small groups).
- Demonstrated computer abilities in Microsoft Office suite, especially Word, Excel, PowerPoint; webpage and social media background a plus.
- Minimum two (2) years' experience consulting with federal, state, local academia and industry on partnerships for outreach efforts.
- Minimum two (2) years' experience preparing and managing correspondence IAW Army regulation 25-50 (Management Preparing and Managing Correspondence), reviewing and providing input to regulatory guidance, policies and doctrine.
- Graduated from the Installation Staff Contractor Training Course (ISCTC), the Support Cadre Training Course (SCTC), or equivalent (i.e., Navy, Air Force or Marine) or meet the requirements to complete required training within 60 days of contract start date.

1.6.8.1.6 Library Support - Cyber Research Center Librarian:

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Possess a Master's Degree in Library Science.
- Graduated from the Installation Staff Contractor Training Course (ISCTC) or meet the requirements to complete the required training within 60 days of contract award or first available class date offered by the CCoE Faculty and Staff Development Branch.

- Have two (2) years' experience as a librarian or in the information management field.

1.6.8.1.7 Training Specialist (QOA):

- Possess or obtains a Secret Security Clearance and maintain the required security clearance throughout the life of the contract.
- Graduated from the Installation Staff Contractor Training Course (ISCTC) or meet the requirements to complete the required training within 60 days of contract award or first available class date offered by the CCoE Faculty and Staff Development Branch.
- Possess skills/knowledge of performing office automation work that includes word processing, electronic mail, spreadsheets, presentations, and other personal computer applications; typing a variety of materials from rough draft into final form including narrative and tabular material, e.g., correspondence, reports, and forms; maintaining records, historical records, survey results, reference library of training catalogs, regulations and other miscellaneous publications; establishing and maintaining office functional files and reference files; knowledge management applications e.g., Training Development Capabilities (TDC) SharePoint, Army Training Requirements and Resources System (ATRRS), and Blackboard.
- Possess advanced presentation speaking skills (e.g. tailoring content and delivery for different audiences, presenting confidently to large or small groups, and using more creative approaches to presenting).
- Minimum two (2) years' experience utilizing the Army Training Requirements and Resources System (ATRRS) database, or similar system, used for constructing learning and resource products.
- Minimum two (2) years' experience preparing and managing correspondence IAW Army regulation 25-50 (Management Preparing and Managing Correspondence).

1.6.8.2 Contractor Replacement: The contractor shall replace, within ten (10) business days, any contract personnel found to be unqualified or otherwise determined unsuitable by the government. This ten-day timeframe also includes any contractor who submits their resignation under the current contract. The government will exercise the right, if deemed necessary, to select an appropriate method (pretest, hands on practical exercise, etc.) to determine if the contractor is qualified/suitable to perform the requirements stated within this PWS.

1.6.8.3 Required certifications and/or training certificates shall be presented to the COR upon hire. Certification requirements that change during the life of the contract must be approved by the COR. Contractors will be given 30 calendar days from the start date of this contract to obtain required certificate(s) of training and certification with the exception of the security clearance; only 10 business days will be allotted to rectify clearance issues. All contract employees shall possess experience with Army-standard desktop applications and configurations, (i.e., daily reporting programs, and Army Gold

Master (AGM) configurations). The government will exercise the right, if deemed necessary, to select an appropriate method (pretest, hands on practical exercise, etc.) to determine if the contractor is qualified/suitable to perform the requirements stated in sections 1.6.4 through 5.8.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regards to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The Program Manager (PM) or Contract Manager (CM) is the key point of contact for this effort and is considered key personnel. The contractor shall provide key personnel who shall be responsible for the performance of the work, communication with the COR and Contract Officer. The name of this person and an alternate who shall act for the contractor shall be designated in writing to the contracting officer. The PM/CM shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The PM/CM or alternate shall be available between., 8:00 a.m. to 4:30p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports

produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.12.1 ID Badges: The contractor shall provide each contractor employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material, be easily readable, and shall contain the following minimum information: Employee's Name, Contract Company Name, and Employee's Photograph. Contract employees shall wear proper identification at Government workplaces at all times.

1.6.12.1.1. Display of ID Badges: Contractor employees shall wear the ID badge at all times when performing work under this contract to include attending government meetings and conferences. Unless otherwise specified in the contract, each contract employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

1.6.12.2 Utilizing Electronic Mail: When contractor employees send e-mail messages to government personnel while performing on this contract, the contractor employee's e-mail address shall include the company name together with the person's name (ex: John Smith, Contractor, ABC Company). When contractor employees require access to a government computer, the contractor employee shall be required to obtain a Common Access Card. To do so, the contractor employee shall request a CAC Card through the COR. All contractor employees shall conduct official communication using Government-owned or provided e-mail, networks, websites, systems, and devices. The use of commercial ISP e-mail accounts or personal e-mail accounts to conduct official communication is prohibited. Remote access / telework technology may be leveraged to ensure compliance with these requirements. Contractor employees are prohibited from using Army-assigned, AKO, and other official e-mail addresses for unofficial business affiliations. Personnel shall not provide official e-mail addresses to businesses, affiliated organizations, or online retailers; unless those entities are known by personnel to be legitimately engaging in official business.

1.6.12.3 Eligibility Verification for Employment: E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. The U.S. Department of Homeland Security is working to stop unauthorized employment. By using E-Verify to determine the employment eligibility of their employees, companies become part of the solution in addressing this problem. All U.S. employers must complete and retain a Form I-9 for each individual they hire for employment in the United States. This includes citizens and noncitizens. On the form, the employer must examine the employment eligibility and identity document(s) an employee presents to determine whether the document(s) reasonably appear to be genuine and relate to the individual and record the document information on the Form I-9. The list of acceptable documents can be found on the last page of the form. E-Verify is mandatory for employers with federal

contracts or subcontracts that contain the Federal Acquisition Regulation E-Verify clause.

1.6.12.4 NOTE: The government issued CAC is the property of the U.S. Government and shall be returned to the COR upon expiration of the contract, replacement or termination of the contract employee. (The CAC card must be turned in to the COR on contractor's last day of employment.) Unauthorized possession of the CAC can be prosecuted criminally under section 701, title 18, United States Code.

1.6.13 Contractor Travel: There are no anticipated CONUS/OCNUS travel requirements at this time. However, if in the event it is needed, travel shall be approved by the KO in writing prior to performance or they will not be compensated. Prior coordination with the COR is required. If a contractor is required to travel within the Continental United States (CONUS) during the performance of this contract (i.e. to attend meetings, conferences, and training), the contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR.

1.6.14 Other Direct Costs: This category includes travel (outlined in 1.6.13) associated with training activities and visits to facilities.

1.6.15 Data Rights: The Government has unlimited rights to all documents and materials produced under this contract. All documents and materials produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.15.1 Privacy Act: All contract personnel assigned to this task shall have access to information that may be subject to the Privacy Act of 1974. The contractor is responsible for ensuring all assigned contract personnel are briefed on Privacy Act requirements.

1.6.15.1.1. The contractor shall ensure that all assigned personnel understand applicable security policies and directives. Personnel who knowingly violate security policies or directives are subject to immediate removal from any work relating to this contract.

1.6.15.2. Contractor personnel shall have routine and unavoidable access to proprietary information which they are required to protect. Personnel applied to the tasks in this PWS may not work on other tasks for the contractor or for any other agency without a formal written request and written consent granted by the contracting officer.

1.6.15.3. Uses and Safeguarding of Information: Information from the secure website is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor's name and contract number associated with the data.

1.6.15.4. Subcontract Data: The contractor shall ensure that all reportable subcontract data is reported IAW the PWS and to this data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site or by the prime contractor after consolidating and rationalizing all significant data from the subcontractors.

1.6.15.5. Reporting Flexibility: Contractors are encouraged to communicate with the Help Desk identified at the data collection website to resolve reporting difficulties. Changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under HQDA policy direction and oversight).

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications, or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and, in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may enact other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16.1 The contractor shall not divulge any information accessed and obtained during the course of performing this task to other contractor staff or anyone outside the government. In addition to any organizational conflict of interest provision, contractor personnel assigned to this contract shall be required, prior to beginning work, to sign a non-disclosure statement for the government agreeing not to share any information or data with other contractor personnel not assigned to the project or, if assigned to the project, who has not signed such a non-disclosure statement. Signed nondisclosure statements shall be furnished to the COR prior to contract performance. The company shall include as part of its Request for Quote (RFQ) submission, its plan to "firewall" these contract personnel and enforce this provision (i.e., internal controls, training, etc.). Failure to adhere to these non-disclosure safeguards may result in termination of this task. Final authorship and copyright (if required) of any deliverables shall reside with the government. The contractor shall not gain any unfair advantage. The contractor shall

identify any organizational conflict of interest clauses they or their subcontractors are subject to, current or within three years of federal government contract services, by providing, with their offer, a copy of the clause, a description of the contract services performed, a contract number, a governmental point of contact, and a phone number for that point of contact.

1.6.17 PHASE IN /PHASE OUT PERIOD: There is not a requirement for a phase in or phase out period associated with the contract.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that can be physically delivered and may include non-manufactured things such as meeting minutes or reports.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CCoE	Cyber Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
TPOC	Technical Point of Contact

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Government Furnished Property/Government Furnished Information: This effort will require access to Government-furnished technical data related to various technologies as well as Government facilities to execute the required tasks (PWS part 5). No government property is anticipated to be transferred at time of award. The Government will provide the contractor with access to the appropriate reference material necessary in the performance of this effort including, but not limited to, the current version of the SOPs and Reference Materials, all documentation, pedigreed systems documentation, document formats, Cyberspace (Cyber, Signal, and Electronic Warfare (EW)) intelligence data as available, and document review comments in hard and/or soft copy. All Government-furnished property (GFP) will be provided in accordance with FAR 52.245-1, and FAR 52.245-9, and **may** include: office/work space, office supplies, telephone service, computer access, and storage space. Government property shall be used **ONLY** in performance of this contract and its deliverables. The contractor shall account for all property provided by the Government, and shall be responsible for the security and condition of said property. Serialized items shall be annotated at the time of issue with a signature of acknowledgement by the individual contractors. All GFP is the property of the US Government and shall not be transferred to any individual or agency, public or private, without the express written approval of the Contracting Officer. In some cases as determined by the COR, contractors shall be required to sign for government provided equipment.

3.2 Facilities: The Government will provide the necessary workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment. If mission dictates physical office space is required to perform the tasks within this PWS, the Government will provide office space.

3.3 Utilities: The Government will provide electricity, water, phone service, and network services (NIPRNET, SIPRNET, JWICS, and DSN). The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which includes turning off water faucets or valves after using the required amount to accomplish cleaning of vehicles and equipment.

3.4 Equipment: The Government will provide contractor personnel computer equipment, other data collection equipment/software, telephones, and monitors. The contractor shall have access to printers, plotters, copy machines, scanners, and fax machines, as needed. The contractor shall be responsible for any loss or destruction of or damage to items of Government property that are removed from the installation premises by the contractor – with or without Government approval.

3.5 Materials: The Government will provide CCoE Standard Operating Procedure, Systems Standard Operating Procedure, Media and Librarian resources, printed materials, courseware products as required for this PWS.

3.6: Alternate Duty/Telework: The Government will provide contractor personnel government furnished laptops, and VPN access if required.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities, and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Facility Clearance: The contractor shall possess and maintain a Secret Clearance from the Defense Security Service throughout the life of the contract. Contractor employees performing on this contract must be U.S. citizens. Contractor employees, to include subcontractors, must possess and maintain a Secret Security Clearance throughout the Period of Performance (PoP), as required. The contractor is responsible for acquiring the clearances. The DD 254 is provided as Attachment 1.

4.3. Materials. The Contractor shall provide, except for property and services specified as government furnished, all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, other items, and non-personal services necessary to meet the requirements under this PWS.

4.4. Equipment. The Contractor shall furnish contractor badges to meet the requirements under this PWS.

4.5. Training / Certification: The contractor shall provide, within the specified timeframe, proof of required employee training and/or certifications described under Part 1.

4.6. Contract Management: The contractor shall provide all management, administration, security, quality control, and all else required to ensure successful completion of all deliverables. The Contractor shall provide the Government with a Quality Control Plan (QCP) within 30 days of contract award.

4.7. Personnel: The contractor shall furnish adequate supervision, and the labor necessary to perform all services in an orderly, timely, and efficient manner. The contractor shall utilize qualified and experienced employees capable of achieving the goals established in the contract. All personnel will maintain current qualifications and clearances and obtain any and all training required to meet mission requirements. Contractor personnel are employees of the contractor and under its administrative control and supervision. The contractor, through its personnel, shall perform tasks herein. Contractor shall select, supervise, and exercise control and direction over the employees under this contract. The Government will not exercise any supervision or control over the contractor employees in its performance of contractual services under this contract. The contractor shall ensure that no prohibited personal services are performed under this contract.

PART 5 SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide complete program management and administrative tasks to ensure the requirements of the contract are met and to ensure the contractor adequately controls and supervises its personnel who provide the deliverables described within this PWS. The contractor shall keep the Government fully informed, both verbally and in writing. The contractor shall provide all necessary personnel, administrative, financial, and managerial resources required to support this contract. The contractor shall ensure all deliverables described in the PWS are delivered on time and provide analysis of project requirements and accurate cost estimates. Contractor shall provide project coordination and process improvements through the Quality Control Plan and provide and gather required information to assist with coordination support efforts.

5.2. Contract Management: The Contractor shall provide complete contract management and administrative management to ensure the requirements of the contract are met and to ensure the Contractor adequately controls and supervises its personnel who provide the deliverables described within this PWS. The Contractor's management team shall be the focal point for all issues and shall keep the Government fully informed, both verbally and in writing. The Contractor shall provide all necessary personnel, administrative, financial, and managerial resources required to support this contract. The contractor management will include:

- Supervision, coordination of work schedules, resolving minor concerns/issues and completion of administrative tasks associated with this PWS (e.g. deliverables).
- Be familiar with all duties and qualifications stated in the PWS under sections 1.6.8, 1.6.11, and Part 5.
- Have the capability and authority to resolve and respond to issues directly with the COR.
- Submit Monthly Contract Progress Report (MPR), Trip Reports (if required), In Progress Review minutes to the COR.
- Submit Recruiter/Training Prohibited Activities Acknowledgment (DD Form 2982) for all contractor employees NLT 30 days after contract award, and update annually thereafter to the COR.
- Submit well written Historical Report to the COR 30 days prior to the end of each Period of Performance (PoP).
- Attend Bi-Monthly COR meeting(s) – two (2) per month.
- Provide Work Utilization Reports and Fill Plan to the COR.
- Communicate orally and in writing with the COR.
- Ensure all deliverables described in the PWS are delivered on time.
- Provide analysis of project requirements and accurate cost estimates.

- Provide project coordination and process improvements thru the Quality Control Plan.
- Provide and gather required information to assist with coordination support efforts.

5.2 Institutional Training Directed Lodging and Meal (ITDLM) Coordinator: The CCoE G-3/5/7 (also known as the Schoolhouse Validation Authority (SVA) has an active role in the forecasting, validating, and assisting students with lodging, for all courses listed under the Institutional Training Directed Lodging and Meal (ITDLM) program. The SVA must also interact with the International Hotel Group (IHG) Army Hotel Group Coordinator (GC) and with the program executor, U.S. Army Corps of Engineers (USACE), to ensure successful ITDLM program execution. The contractor shall work with CCoE, IHG and Schools to provide students in ITDLM approved courses with reserved lodging at IHG. In this position, the ITDLM coordinator will communicate with students, IHG staff, and Training and Doctrine Command (TRADOC) verbally and through email, IOT initiate review, change or cancel reservations when necessary. In support of ITDLM functions, the Contractor shall:

- Provide policy and program direction for CCoE ITDLM Institutional Training travel policy and procedures program
- Utilize the Army Training Requirements and Resources System (ATRRS) to run daily reports for each class approved under the ITDLM Program; run ATRRS Monthly/Quarterly barracks utilization report and provide to G3/5/7 (TSSR)
- Identify Soldiers by course priority for placement into Privatized Army Lodging
- Coordinate with both CCoE and the IHG by predicting total number of (student) hotel rooms required by day. Use predictive analysis to determine if IHG will reach capacity and off-post lodging contracts will be required
- Ensure subordinate commands/Soldiers are aware of and understand the ITDLM policy and authorized/approved travel entitlements
- Conducts daily tracking of student reservations/cancellations (E7 and above) for classes under their purview
- Provide periodic forecasts to the local IHG Army Hotel (daily for short-notice updates, weekly in a 45-Day, quarterly in a 90-Day, and bi-annually in a 180-Day Forecast)
- Randomly review TDY orders and 1610s' for Soldiers attending Institutional Training to verify Soldiers were correctly reimbursed per diem for meals not centrally funded by the Government during their training attendance. Notify any discrepancies to the ITDLM Manager
- Review student travel orders for discrepancies and/or required amendments and refer to the order-issuing official for action, if required (this includes Commander, Human Resources Command for those students in TDY enroute status, in conjunction with a PCS, if appropriate)
- Incorporate ITDLM Policy requirements in the CCoE Organizational Inspection Program (OIP)

- Provide Holiday Block Leave (HBL) special Tracking; develop a tracking system using the MS-Teams platform for collaboration with course leadership before, during, and after HBL to ensure the Army is not invoiced for TDY lodging while students are on leave/pass
- Answer calls and emails to provide rate and IHG availability information
- Create Microsoft Office products by Mail-Merging between Excel and Word to send template (yet personalized) lodging reservation confirmation e-mails to each student 30-45 days prior to the class report date
- Confirm and validate course reservations in ATRRS, including ensuring corrections by consulting with the course managers and school POCs
- Field and respond to questions, concerns from the Regular Army (AA), Army National Guard (ARNG), United States Army Reserve (USAR), U.S. Army Corps of Engineers (USACE), IHG, and Soldier's when necessary
- Create reports to present to CCoE, IHG, and the components regarding overall management of the program.

5.3 Multimedia Development: The Contractor shall:

- The contractor shall update, design, and produce small scale level 1-3 training interactive 2D and 3D CBT and IMI products to support training and performance based assessments to fill gaps between equipment availability and existing simulations as well as additional identified training needs.
- Participate in ADDIE Process of Multimedia development to ensure products meet customer intent.
- Ensure SCORM compliance according to Army Regulation.
- Ensure products built conform to Army standards for cross platform integration.
- Combine graphics, video, sound, and text to create a seamless, attractive user experience for enhancing products built in Adobe Captivate, Unity, etc.
- Ensure proper loading of content and complete cross functional testing to ensure playability of products on Army Learning Management Systems and LandWarNet eUnivesity websites.
- Integrate computer applications, techniques and multimedia art to create a multimedia production and interactive program.
- Detect, Correct and enhance all products developed by the multimedia team.
- Attend IPRs and meetings as needed to complete assigned projects and timelines.

5.3.1 Multimedia Design: The contractor shall produce, maintain, and update Interactive Multimedia Instruction (IMI) material utilizing existing software IAW TRADOC Regulation 350-70 and TRADOC Pamphlet 350-70-12 in support of all curriculum and equipment taught at the CCoE. The Contractor shall:

- Participate in ADDIE Process of Multimedia development to ensure products meet customer intent.
- Produce interactive training materials that will support training strategies and concepts aligned with the Army Learning Model as outlined in TRADOC Pamphlets 525-8-2 and 525-8-3.
- Update, design and produce small scale level 1-3 training interactive 2D and 3D CBT and 3-D IMI products to support training and performance based assessments to fill gaps between equipment availability and existing simulations as well as additional identified training needs.
- Provide produced content to the government for review and approval IAW timelines proposed by the contractor and approved by the government. Timelines maybe negotiated to support required changes to meet government training needs or validation requirements prior to acceptance. All multimedia tools used in training will be subject to validation by the government IAW TRADOC regulation 350-70 and TRADOC Pamphlet 350-70-12.
- Assist in analyzing the needs for upgrades to software and identifying replacement equipment/parts for lifecycle replacement which will be purchased by the Government
- Ensure all material produced is playable on any device to include Apple, Android, and Windows smartphones and tablets in support of Bring Your Own Device initiatives and playability via LandWarNet eUniversity for sustainment and field training capability. Materials will be posted to LandWarNet eUniversity.

5.4. Operations Support: Operations Specialist. Receives, reviews and sorts orders from the department of the Army, TRADOC, CAC, Garrison, and Army Futures Command (AFC).

- Rewrites Orders, TASKORDS, EXORDs and Tasking Memos from Garrison, and tasks CCOE units, directorates and functional groups as required.
- Interacts and coordinates plans and operations with the all staff sections, special staff and functional groups, the 15th SIG BDE and both Schools that ensures proper integration and implementation of all lines of effort.
- Tracks the orders and tasks until completion; using and through the ETMS2
- Provide required training for ETMS2 to all military and civilian personnel of the CCOE Directorates, Special and Functional Staffs, the two Schools, the NCOA and the 15th SIG BDE. Will support like training with the Garrison OPS Group and DDEMAC
- Maintain the Task Management Tracker (TMT) and other tracking platforms utilized by the CCoE.
- Coordinates with multiple Commands and stakeholders at various levels from HQDA, TRADOC, the CCoE staffs, special staffs, Cyber and Signal schools, Combat Development (CDID) and 15th SIG BDE. Additional coordination includes Amy Futures Command, the Fort Gordon Garrison Staff, and tenant units and supporting agencies on Fort Gordon that support the CG Cyber COE as the Senior Responsible Officer (SRO).

- Operates as one of the CCOE LNO's to Garrison for contingency operations with regards to training and real world missions which includes local, state, federal and national emergency situation(s).
- Perform duties as an anti-terrorism officer as required for emergency and contingency operations and assists with vulnerability assessments of units, operations and facilities.
- Develop contingency plans (The COOP PLAN) for emergency activities (weather, power and personal life support) and respond to emerging threats and incidents affecting the Schools, CCOE Staff and Cadre, Soldiers and their families, the DA Civilian Workforce, US Contractors and all the others that work on Fort Gordon or use its facilities as their way of life.
- Possess the abilities (experience or certifications) to make recommendations, using risk management principles, critical thinking and MDMP that provide sound mitigation and planning techniques.
- Conducts historic research of past plans and operations that facilitates tasking management, and make recommendations on how to stream line and align task requirements when the work and deliverables require inputs from multiple staffs and/or groups.
- Provides first line quality control on all written products within the CCOE G357 operations and task management group, IAW AR 25-50.
- Coordinates with Subject Matter Experts from the Signal | Cyber| Electronic Warfare Schools, Operations and CDID as required before staffing technical taskers and data calls, that will ensure proper staffing of requirements.
- Review and provide input to regulations, policies, doctrine, programs, systems, practices and procedures; such as the Business Rules for ETMS2 as required.

5.5 Education Outreach Support: Serves as support for the CCoE's education outreach office and its charge to engage with academic institutions (e.g., federal, state, local) to build, grow, and maximize CCoE relations and enhance mission readiness. The Contractor shall:

- Review and provide input to regulations, policies, doctrine, programs, systems, practices and procedures within Learning Innovations Branch (LIB).
- Create descriptive analysis using Excel, SAP, and other Business Intelligence tools, such as graphs, charts, and tables.
- Create word processing documents, electronic emails, spreadsheets, presentations, and other personal computer applications.
- Implement and analyze qualitative and quantitative assessments to help determine the efficiency and effectiveness of outreach programs.
- Coordinate with employers, employee associations, career support offices, and community partners to provide awareness of unique Army employment programs and initiatives.
- Serve as education support for continuing education and credentialing programs.

- Participate in working groups for educational topics. Prepare reports and recommendations for improving the development and evaluation of educational products and partnerships.
- Consult with representatives of academia and industry on partnerships and outreach efforts for improving workforce employment.
- Research best practices of other services and agencies/organizations with similar education outreach missions and responsibilities.
- Support both major and routine program events, meetings, and conferences.
- Liaise with CCoE internal and external organizations, DOD, HQDA, TRADOC, K-12 and post-secondary administration, and representatives of the community to provide current and accurate information on the Army University and CCOE's education outreach mission.
- Conduct research to integrate and implement training concepts and strategies, determine applicability of emerging educational technology or methods for improving Cyber Center instruction, and determine solutions to training problems and issues.

5.6. Library Reference and Research Services. The Contractor will provide reference and research services in the CRC (an academic and technical library) specializing in computer science, military science, military history, leadership, and other disciplines as directed by the CRC Director, and Higher Headquarters Guidance. The Contractor shall:

- Utilize general and specialized reference resources including public and private online computer databases in both classified and unclassified environments.
- Respond to comprehensive reference questions calling for subject and bibliographic competence, including the evaluation of timeliness, relevance, and authoritativeness.
- Provide comprehensive services for CCoE students, staff, faculty and cadre.
- Engage with CCoE students, staff, faculty and cadre in the assigned academic departments to develop strong collaborative relationships.
- Establish mechanisms for ongoing, two-way communication with assigned academic departments.
- Brief CCoE students, staff, faculty and cadre informing on all library programs and events.
- Provide assistance and train CRC customers in the utilization of end-user products and a variety of research and reference electronic and print materials.
- Prepare bibliographies, written instructions, fact sheets, and training aids for end-user use and education.
- Plan and conduct library orientation programs and briefings.
- Oversee circulation providing technical advice, guidance, and instruction to library technicians and staff.
- Review and solve issues about charging, discharging, over dues, interlibrary loans, and reserve requests.
- Provide interlibrary loan services, maintain loan files, statistics, and documentation.

- Receive and prepare items for circulation, notifying requestors, and returning material on time.

5.7 Library Cataloging and Metadata services: The Contractor shall:

- Perform original or modified descriptive cataloging, subject analysis, and classification of a wide variety of specialized information in all formats.
- Interpret and adapt as bibliographic elements by cataloging rules, or require interpretation, and subject categories included in published lists of subject headings.
- Use OCLC (Online Computer Library Center) or other automated system in Machine-Readable Cataloging record (MARC) format when required.
- Develop and apply automatic data processing for cataloging and classification information.
- Expand classification schedules and subject headings as needed.
- Ensure catalog records are accurate and current and implements and maintains name and subject authority control records.
- Act as liaison for the organization with user groups that provide linkage for specialized cataloging systems.
- Maintain current awareness and affirm library staff's adherence to national standards governing cataloging rules, policies, and interpretations promulgated by the Library of Congress, American Library Association, Society of American Archivists, and OCLC.
- Maintain expertise and knowledge of evolution in Dublin Core metadata scheme to correctly interpret standards and to assist and train library technicians and staff to generate metadata.
- Participate as an active member of the Metadata/Cataloging enterprise-wide matrix project team to develop, evaluate and implement policies regarding metadata use and maintenance.
- Participate in processes to select, design and adapt metadata schema, controlled vocabularies, and data dictionaries.
- Maintain quality control oversight of digital library content and metadata systems.
- Coordinate work efforts in the areas of metadata services, cataloging, utilization of automated cataloging systems, and the construction of bibliographic databases with other members of the metadata/cataloging community, including other professional military education schools.
- Develop digital library collections, using various programs (e.g. CONTENTdm, Fedora, DSpace) and software to create local and remote repositories, and to categorize as well as organize the digital objects.
- Select materials for the digital library and participate in collaborative development, and implementation of innovative information technology projects with library technicians and staff.

5.8. Library Collection and Resource Development services: The Contractor shall:

- Recommend selection of materials, including monographs, journals and other digital or multimedia materials.
- Review approval plan notices, faculty requests, scholarly journals, bibliographies, advertisements, publishers and dealer catalogs, etc., to keep abreast of current and retrospective resources in the subject area.
- The contractor shall initiate orders for materials or refers potential orders to faculty for input and action and monitor approval plan profiles, recommending adjustments as necessary.
- In consultation with the collection development staff, assess quality and physical condition of the subject collections, making decisions on the replacement, transfer, withdrawal, or preservation of individual titles.
- Investigate and assess databases and other electronic products available from publishers in assigned subject areas and recommend purchase or license as appropriate.
- Assist in the development of develop collection development and library academic support policies for assigned subject areas in consultation with faculty and the collection development staff.
- Provide additional collection and resource development of specialized collections including government documents, multimedia or reference collections.

5.9 Provide Library Automation Support Services: The Contractor shall:

- Work with local systems operators and product suppliers, and system vendors (to correct problems associated with ILS, applications, or hardware.) and recommend purchases of new equipment and/or technologies to the CRC Director.
- Provide Library Process Improvement and Innovation services.
- Identify new technologies and resources available to meet the needs of patrons.
- Collaborate with other library staff, both inside and outside the CRC, to determine the feasibility of adopting identified process improvements.

5.10 Training Specialist (QAO): Provides the Organization with timely, efficient, and effective administrative and technical support. The Contractor shall:

- Review, edit all assessment and Army Enterprise Accreditation Standards (AEAS) and applicable reports to include memorandums for accuracy and clarity before sending forward.
- Review and disseminate all incoming information through QAO for distribution to the appropriate personnel for execution.
- Route all assessment and accreditation reports in GEARS or other tracking system to the appropriate personnel for concurrence and filing on QAO share drive.
- Track and coordinate all incoming TASKORD, FRAGO and OPORD orders and route to the appropriate personnel within QAO for execution. Take action, as appropriate, on orders of a general nature.

- Track all mandatory and directed training for QAO personnel to ensure it is conducted and completed during the FY.
- Update and maintain the Master Training Calendar for Quality Assurance personnel.
- Research data, compile and analyze information, and prepare a variety of recurring and special reports reflecting both administrative activities and technical information for assessment/accreditation of Cyber CoE courses.
- Evaluate individual student assessment plans (ISAPs), Training Schedules, and Training Requirements Analysis System (TRAS) documents and provide findings to evaluator. Review regulations and publications related to training and education. Assist with conduct of AARs and collect, analyze, and disseminate operational observations.
- Assist with purchase requirements to include, research and availability cost of supplies and equipment.
- Research and provide confirmation of courses, conduct of training and training requirements in ATRRS to team members.
- Write, edit, review, plan, prioritize, organize, and coordinate tasks.

5.11 SERVICE CONTRACT REPORTING (SCR) The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Transformation Support Services via a secure data collection site. The Contractor is required to completely fill in all required data fields through the following web address: <https://www.sam.gov/>. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at <https://www.sam.gov/>. Reporting inputs will be for the labor executed during the period of performance during each Government FY, which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk by clicking "View Assistance for SAM.gov" which is located at the top of the SAM.gov website. From there, you can select "Contact Our Service Desk" which will allow you to contact SAM.gov directly. If contract period of performance ends prior to September 30, the Contractor has 30 calendar days from end date of the contract to complete the SAM SCR requirement.

5.12. Invoicing/ WAWF:

5.12.1. Wide Area Workflow (WAWF): Invoicing Receipt, Acceptance, and Property Transfer (iRAPT) shall be implemented in accordance with DFAR 252.232-7003 Electronic Submission of Payment Requests. Manual invoices will not be accepted.

5.12.2. Format: All invoices shall be submitted in WAWF as a 2-in-1 invoice with all applicable monthly documentation attached, as well as email to the COR. Monthly documentation includes Monthly Progress Reports (MPR), In- Progress Reviews (IPR),

Trip Reports (If required), and other reports where applicable as stated in the PWS. Monthly documentation may not be submitted via email. Invoices submitted as anything other than a 2-in-1 and/or without attached monthly documentation will be rejected.

5.12.3. Payment for Travel: If the contractor is requesting payment for travel during the month of the submitted invoice, the Trip Report along with supporting documentation must accompany that invoice in order to receive payment for travel. Supporting documentation includes lodging, gas, airline, rental car, parking receipts, etc. If the electronic file containing supporting documentation is too large to be attached, please make arrangements with the COR to submit those documents via email routing. Invoices shall be routed to the COR as "inspector" as well as the "acceptor". When preparing an invoice, the "inspector" fields shall be completed with the DODAAC "W589GE" and the "acceptor" fields shall be completed with the DODAAC "W589GE".

5.12.4. Email Notification: Email notification of invoice submission shall be sent to the COR and appropriate CMO representative. This email shall be initiated through the WAWF system by clicking on the "send more email notifications" link. This link is found at the bottom of the "submitted successfully" page after the invoice is submitted into the system. Email notifications, other than those initiated through WAWF, will not meet proper routing requirements and will not be accepted. If email notifications are not properly sent to appropriate individuals through WAWF, the invoice will be rejected.

5.12.5. Invoicing: A contract employee with the authority to bind the company contractually shall certify all invoices. Invoices shall be submitted no later than (NLT) five (5) days after the end of each contract month (30-day period), depending on the contract award date. Failure to submit invoices in a timely manner is a direct violation of this contract agreement. The Government will have the right to exercise a penalty cost due to the contractor being out of compliance of this contract agreement.

5.12.6. Final Invoice: All invoices submitted at the end of the period of performance (each year) shall state "final invoice" and be clearly marked as base period. This annotation should be accomplished in Wide Area Workflow Invoice 2-in-1 section, under Tab Misc. Info, and in the area of Initiator Information Comments.

5.13 Insurance Requirements: Required Insurance under FAR 52.228-5 Insurance – Work on a Government Installation

- General Liability: \$500,000 per occurrence limit on the comprehensive form of policy.
- Workman's Compensation: IAW State Requirements. Employer's liability coverage in the minimum amount of \$100,000.
- Automobile Liability: On the comprehensive form of policy, minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage for all automobiles and trucks used in connection with the performance of the contract.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

AR 25-2 Information Assurance

AR 71-9 Warfighting Capabilities Determination

AR 71-11 Total Army Analysis

AR 71-32 Force Development and Documentation – Consolidated Policies

AR 73-1 Test and Evaluation Policy

AR 380-5 Department of the Army Information Security Program

AR 380-10 Foreign Disclosure and Contacts with Foreign Representatives

CJCSI 5810.01D. Implementation of the DOD Law of War Program. 30 April 2010.

CJCSM 3320.02D. Joint Spectrum Interference Resolution (JSIR) Procedures. 3 June 2013.

DoD 5200.2-R, "Personnel Security Program," January 1, 1987, as amended

DoD Directive 8570.01, "Army Cybersecurity Training, Certification, and Workforce Management," August 15, 2004.

DoD 8140, anticipated replacement to DoD 8570 (~Q1FY15)

DODI 4650.01. Policy and Procedures for Management

FM 27-10. The Law of Land Warfare. 18 July 1956.

FM 3-12. Cyberspace Operations. 20 May 2015 (Draft).

JP 1-04. Legal Support to Military Operations. 17 August 2011.

JP 2-0. Joint Intelligence. 22 October 2013.

JP 3-0. Joint Operations. 11 August 2011.

JP 3-12. Joint Cyberspace Operations. 5 February 2013.

JP 3-13. Information Operations. 27 November 2012

JP 3-13.1. Electronic Warfare. 08 February 2012.

JP 3-57. Civil-Military Operations. 11 September 2013.

JP 3-60. Joint Targeting. 31 January 2013.

JP 6-01. Joint Electromagnetic Spectrum Management Operations. 20 March 2012.

USCYBERCOM Joint Cyberspace Training and Certification Standards (JCT&CS). 7 February 2012

USCYBERCOM Cyber Force Concept of Operations & Employment. 22 July 2014.

TR 350-6 Enlisted Initial Entry Training (IET) Policies Administration

TR 350-70 Army Learning Policy and Systems

TR 350-18 The Army School System (TASS)

TR PAM 350-70-3 Faculty and Staff Development

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Technical Exhibit 1 – Performance Requirements Summary

7.2. Technical Exhibit 2 – Deliverables Schedule

7.3. Technical Exhibit 3 – Estimated Workload Data

7.4. Attachment 1 – DD254

7.5. Attachment 2 – CDRLs

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. Contractor trends of less than acceptable performance may result in reductions in monthly payments to reflect the reduced value of the services performed. The "PROPORTION CORRECTIVE ACTION" represents the percentage of the contractor's total payment that may be deducted for unacceptable performance.

Performance Objective	Standard	Performance Threshold	Method of Surveillance	Disincentive
PRS #1 Provide daily ATRRS reports for classes approved under the ITDLM Program, PWS 5.3.1 – 5.3.2	The contractor will provide ITDLM class rosters to IHG within prescribed days of class start date and IAW PWS and ITLDM regulations	98% of the time.	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS
PRS # 2 The contractor shall provide monthly progress report, PWS 5.2.1	The contractor provided monthly report of requirements, problems, deliverables and significant events and actions.	Must be submitted with invoices by the 5 th of each month at the end of the billing cycle 100% of the time.	100% inspection, random sampling, planned inspection, periodic inspection	Contractor's performance documented on monthly report CPARS
PRS # 3 In Progress Review, PWS 5.2.2.	Attend in progress reviews leading up to major events and provide written reports.	IPR Reports must be submitted NLT 5 days after the IPR. 98% of the time.	Observation of personnel attendance and review of reports, sign in rosters for IPR's by COR	Contractor's performance documented on monthly reports CPARS
PRS # 4 Prepare Invoices (WAWF), PWS 5.5 (All).	Prepare monthly invoice in accordance with invoicing instructions.	Must be submitted within 5 calendar days at the end of the 30 day billing cycle 98% of the time	Review of monthly invoices by COR	Contractor's performance documented on monthly reports CPARS

PRS # 5 Brief subordinate commands/Soldiers on ITDLM program	Provide Quarterly briefings to CCoE schools and student population as required	100% IAW regulatory guidelines	COR/Technical Point of Contact observation, and review	Contractor's performance documented on monthly reports CPARS
PRS # 6 Provide emergency assistance/LNO duties during military operations and real world emergency events.	Provide assistance and duties during military emergency operations	Zero Deviation from the standard.	Random Inspection, Periodic Surveillance, or Validated Customer Complaint	Contractor's performance documented on monthly reports CPARS
PRS # 7 The contractor shall provide Education Outreach Services	In accordance with this PWS, paragraph 5.5	Zero Defect	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS
PRS # 8 The contractor shall provide Library Reference and Research services	In accordance with this PWS, paragraph 5.2, CRC SOP, and applicable regulations	Zero Defect	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS
PRS # 9 The contractor shall provide Library Cataloging and Metadata services	In accordance with this PWS, paragraph 5.3, CRC SOP, and applicable regulations	Zero Defect	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS
PRS # 10 The contractor shall provide Library Collection and Resource Development services	In accordance with this PWS, paragraph 5.4, CRC SOP, and applicable regulations	Zero Defect	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS
PRS # 11 The contractor shall provide Library Automation Support services	In accordance with this PWS, paragraph 5.5, CRC SOP, and applicable regulations	Zero Defect	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS
PRS # 12 The contractor shall provide multimedia development and design	In accordance with this PWS, paragraph 5.3 and 5.3.1, LIB SOP, and applicable regulations	Zero Defect	Daily Observation, Monthly Reports	Contractor's performance documented on monthly report CPARS

PRS # 13 BI-Monthly COR Meeting(s)	Shall effectively brief projects, tasks and objective IAW with PWS 5.0	Attend at least two (2) meetings per month	Periodic Surveillance Monthly Reports	Contractor's performance documented on monthly reports/CPARS
PRS #14 QAO Actions Completed - Review assessment reports,	In accordance with this PWS, paragraph 5.6.8	Zero Defect – Monthly detailed roll-up of all actions /Tasks completed.	Daily Observation Periodic Surveillance Monthly Reports	Contractor's performance documented on monthly reports/CPARS
PRS #15 Provide trained and qualified personnel; replace within 10 days of resignation	In accordance with this PWS, paragraph 5	Zero Defect – Monthly detailed roll-up of personnel security clearances, mandatory training and qualifications	Daily Observation Periodic Surveillance Monthly Reports	Contractor's performance documented on monthly reports/CPARS
PRS #16 Provide ETMS2 Processing reports/routed actions, compile, created, completed TASKORD/OPORD, LNO and track mandatory training	In accordance with this PWS, paragraph 5.4	Zero Defect – Monthly detailed roll-up of personnel	Daily Observation Periodic Surveillance	Zero Defect – Monthly detailed roll-up of personnel

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

Deliverable	Frequency	# of Copies	Medium/Format	Submit To
Monthly Progress Report, PWS paragraphs 5.2.1, and CDRL A001	By the 5 th of each month.	One (1) original, by the 5 th of each month.	Digital (soft copy) / MS Word.	COR via electronic mail; Wide Area Workflow (WAWF)
In Progress Review, PWS paragraph 5.2.2, CDRL A002	TBD at Kick Off Meeting	One (1) original, within 5 days of IPR conclusion.	Digital (soft copy) / MS Word.	COR via electronic mail
Invoice, Submit in WAWF and Email, PWS 5.5.2 CDRL A004	By the 5 day of each month after the 30 day billing cycle.	One (1) original, by the 5 th of each month.	Digital (soft copy) / MS Word.	COR via electronic mail; Wide Area Workflow (WAWF)
Historical Reports CDRL A005	Annually - Must be submitted NLT the 30 th day of the last month of the Contract Period of Performance (PoP)	One (1) original, NLT 30 days prior to the end of the PoP.	Digital (soft copy) / MS Word.	COR via electronic mail
CRC Library Usage Reports CDRL A006	By the 5 day of each month after the 30 day billing cycle.	One (1) original, by the 5 th of each month.	Digital (soft copy) / MS Word.	COR via electronic mail
Quality Control Plan	Within first 30 days following contract start date and within 5 days of any changes (IAW 1.6.1)	One (1) original.	G-3/5/7 COR Oree J. White Jr oree.j.white.civ@mail.mil	COR via electronic mail

Monthly Progress Report (MPR) (CDRL A001): The contractor shall provide a monthly contractor's Progress, Status, and Management written report to the Government. This

document shall be delivered by the 5th of each month. The monthly progress report shall include the following:

- Brief description of the requirements.
- Summary of work and accomplishments delivered during the reporting period.
- Status of ongoing and planned deliverables.
- Significant events regarding the contract.
- Schedule for all projects to include major milestones.
- Personnel report to include status on personnel vacancies (Fill Plan).
- Summary of ODCs billed that month.
- Summary of travel completed that month (traveler, destination, dates, purpose, and cost). (Trip Report)
- List of upcoming travel. (If required)
- Summary of any training and certifications completed, i.e., DD Form 2982, TARP etc.
- Summary of any current or anticipated problems encountered and recommended solutions.
- Funding shortfalls to accomplish the work specified for the reporting period.
- Summary of activity planned for the next reporting period.

The contractor shall capture and execute directives from the COR on the accomplishment of work activities. The contractor shall respond to Government business relations requests within one workday. The contractor shall be prepared to brief monthly progress report content to the Government at short notice (within 24 hours). The Government will require additional periodic progress reports and briefings as deemed necessary by the COR for poor performance. The contractor shall provide daily monitoring of contractor utilization across the CCoE G-3/5/7. Include at a minimum, the contractor fill plan which the COR will provide at the Kick off Meeting. The fill plan will be maintained and updated monthly. The COR will provide at the contract kick-off meeting.

In-Progress Review (CDRL A002): The contractor shall participate in periodic IPRs (telephonic and face to face), the frequency and scope of which shall be determined at Post Award Meeting chaired by the contracting officer's representative (COR).

Classroom ATRRS Rosters/Report (CDRL A003): The contractor shall utilize the Army Training Requirements and Resources System (ATRRS) to run daily/weekly/monthly reports for each class approved under the ITDLM Program; run ATRRS Monthly/Quarterly barracks utilization report and provide to G3/5/7 (TSSR).

Invoicing/ WAWF (CDRL A004): The contractor shall provide detailed billing invoices to the COR via email and WAWF after each monthly billing cycle.

Historical Report (CDRL A005): Upon acceptance of concepts and products by the Government, the contractor shall develop a historical report for each service/product (sample format to be provided upon contract award). This report provides a detailed

description of each project and all key events relating to the project, i.e. key personnel, references used, and any problem areas with recommendations. All documented reviews and reports will be retained by the COR and used as documented past performance for subsequent contracts. This report is due NLT 30 days prior to contract Period of Performance expiration.

Cyber Research Center (Library) Usage Report (CDRL A006): CRC Usage Reports must be completed IAW regulations and policies listed in the PWS. These reports shall be completed monthly and as a detailed year-end wrap up for the Contract PoP. Specific requirements will be established during the kick-off meeting after contract award.

Quality Control Plan (QCP) (CDRL A007): The contractor shall submit within 30 days following NTP and within 5 days of any changes (IAW PWS 1.6.1).

QAO Reports (CDRL A008): The contractor shall review assessment reports, GEARS processing reports/routed actions, compile TASKORD/OPORD, and track mandatory training and submit via a monthly report.

TECHNICAL EXHIBIT 3
ESTIMATED WORKLOAD DATA

ITEM	NAME	# CMEs	Hours	Secret	Top Secret
1	Operations Specialist	3	5613	x	N/A
2	Education Outreach Specialist	2	3742	x	N/A
3	Multimedia Designer	1	1871	x	N/A
4	Multimedia Developer	1	1871	x	N/A
5	Librarian (Cyber Research Center)	2	3742	x	N/A
6	Training Specialist (QAO)	1	1871	x	N/A
7	Institutional Training Directed Lodging and Meal (ITDLM) Coordinator	1	1871	x	NA

This exhibit reflects the Government's estimated staffing for this effort based upon historical data from prior contracts. Offerors are advised that the staffing approach may be affected by the conversion of this effort to a performance based contract

Hours listed stem from the requirements anticipated for the first year of the contract, excluding the ten holidays within that time period.

ADDENDUM 52.212-1

ADDENDUM 52.212-1 Instructions to Offerors

Proposal Submittal and Inquiries.

1. Proposals shall be submitted prior to the closing date and time identified on SF 1449, W91249-23-R-0005 to the following address:

Mission and Installation Contracting Command – Fort Gordon

Attn: Mr. Larry Bush
271 Heritage Park Lane, Bldg. 35200, Room 136
Fort Gordon, GA 30905
Larry.c.bush6.civ@army.mil

Proposals are due by **4:30 PM, EST on 02 March 2023** via electronic email only to Mr. Larry Bush at Larry.c.bush6.civ@army.mil and Mrs. Symone Collins at symone.y.collins.civ@army.mil.

NOTE: The Prime Contractor and Subcontractor must possess and maintain a **SECRET** security clearance at the time of submission.

2. Electronic submissions via facsimile will not be accepted. It is the offeror's responsibility to verify receipt of proposals prior to the closing date/time. Late proposals will not be accepted. The proposal shall be valid for one hundred and twenty (120) calendar days from the date of initial proposal submission.

3. Address all questions or concerns the offeror may have to the Contract Specialist (Mr. Larry Bush) and Contracting Officer (Ms. Symone Collins). The SUBJECT LINE shall read "W91249-23-R-0005, Question(s) – Company Name...ATTN: Larry Bush & Symone Collins." All questions regarding this solicitation shall be submitted in writing via email NLT **4:30 PM EST on 09 February 2023**. Any questions submitted after such date and time will not be accepted – no exceptions.

Procuring Contracting Officer Name: Symone Collins
Email: symone.y.collins.civ@army.mil

Contract Specialist Name: Larry Bush
Email: larry.c.bush6.civ@army.mil

NOTE: Both, the Contracting Officer and Contract Specialist shall be copied on **ALL** correspondence.

The Government reserves the right not to respond to any questions received concerning this solicitation after the questions receipt date above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government as early as possible.

4. Site Visit. The Government will not hold a site visit for this requirement.

B. General Instructions

1. The selection of a source for award purposes will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Part 15.3. Offers will be evaluated using the criteria under Evaluation—Commercial Items under Addendum 52.212-2, Evaluation Factors for Award, Standard Form 1449 Solicitation/Contract/Order for Commercial Items. Noncompliance

with the Request for Proposal (RFP) requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award.

2. The Offer. The submission of the documentation specified below will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the Performance Work Statement, and contract type.

3. It is the Government's intention to award **without** discussions. Offerors are encouraged to present their best technical proposal and prices in their initial proposal submission. However, in accordance with (IAW) FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. If this occurs, a competitive range will be determined and offerors notified. The competitive range may be limited for purposes of efficiency IAW FAR Part 15.306 (c)(2).

4. Instructions outlined in paragraph C below, prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

5. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the KO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

6. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

7. All referenced documents for this solicitation are available on the SAM.gov website formerly (FedBizOpps) website at <https://sam.gov/>.

8. Debriefings. The KO will promptly notify offerors of any decision to exclude them from the competitive range, whereupon they may request and receive a debriefing in accordance with FAR 15.505. The KO will notify offerors who were in the competitive range but were not selected for award in accordance with FAR 15.503(b). Upon such notification, unsuccessful offerors may request and receive a debriefing in accordance with the requirements of FAR 15.506.

C. Proposal Preparation Instructions

1. Offeror's proposal shall consist of four (4) volumes: (1) General, (2) Technical, (3) Past Performance and (4) Price.

2. Proposal Format

- (a) **Offerors shall submit one (1) copy of each volume** as noted in Table 2 of paragraph (c) below of their proposal.
- (b) Exceptions. 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 evaluation factors and subfactors. Failure to meet a requirement may result in an offer being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. **Offerors are cautioned that taking an exception may render the offer ineligible for award.** This information shall be provided in the format below.

Table 1 - Solicitation Exceptions

Solicitation Document	Page/Paragraph	Requirement/Portion	Rationale & Impact
Section B, PWS, Addendum 52.212-1 and FAR 52.212-2 Evaluation-- Commercial Items under Addendum - Evaluation Factors for Award etc.	Applicable Page and Paragraph Numbers	Identify the Requirement or Portion to which exception is taken	Describe the Rationale and Impact of the exception

- (c) The proposals shall be organized into 4 volumes. Each volume of the proposal should be submitted as a separate attachment. A cover sheet should be included in each volume, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. All text shall be single spaced paragraphs, Times New Roman Font, Font Size 11 printed in black Color Font, on white paper, in a Word document. (Black and white requirement does not apply to graphics, photos, etc., Company stationary and logos, spreadsheets, are unacceptable).

Electronic copies shall be provided in Microsoft Word, PowerPoint and/or Excel. File names to be "Company Name – Initial" for the first submission. File name of later submissions (if necessary) shall be "Company Name – Revision X" with X indicating the number of the revision.

Printing shall be easily readable (12-pitch type or 10 point proportional spacing.)

Cross-references should be utilized to preclude unnecessary duplication of data between sections.

Table 2

Volume	Title	No. of Email Copies	Page Limits	Digital Format
I	General	1	No Limitations	MS Word or PDF
II	Technical	1	(20)	MS Word or PDF
III	Past Performance	1	3 Pages per reference	MS Word or PDF
IV	Price	1	N/A	1-MS Excel 1-PDF

(d) **Proposal Limitation.** The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

(e) **Page Limit Includes:** All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

(f) **Page Limit does not include covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Pages will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.**

(g) **What Counts As A Page?** A page shall be an 8 ½ X 11" sheet of paper. When both sides of a sheet display printed material, it shall be counted as two pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Fold-outs will be counted as the appropriate number of pages based on an 8 ½" X 11" sheet of paper. Margins shall be at least 1 inch on the top and bottom and 3/4 inch on the side. The Contractor shall number each page in order to eliminate any confusion. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

(h) **Indexing.** Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

(i) **Glossary of Abbreviations and Acronyms.** Each volume shall contain a glossary of all abbreviations and acronyms used, with a definition for each.

3. Proposal Content

(a) **Volume I – General.**

Volume I must be clearly marked “VOLUME I – GENERAL Volume, RFP W91249-23-R-0005

Offerors are required to submit a completed SF 1449 (Solicitation, Offer and Award) (including acknowledgment of Amendments), SF 1449 continuation Sheet, Representation and Certifications, and other statements of Offerors. All final monetary extensions shall be in whole dollars only. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. The General Volume shall be organized as follows and contain the identified information.

TAB A, Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified.

TAB B, Solicitation, Offer and Award - The SF 1449 shall be submitted fully completed. The offeror is cautioned that the SF 1449 must contain an original signature in block 30a of the form. The contractor shall acknowledge any amendments to the RFP in accordance with the SF 1449 and with Addendum 52.212-1, Instruction to Offerors—Competitive Acquisition. The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C, SF 1449 – Continuation Sheets -- Supplies or Services and Prices/Costs – This section shall be submitted fully completed and error free. It shall contain the offeror’s prices for the established Contract Line Items Numbers (CLINS).

TAB D, 52.213-3 Alt I, Offeror Representations and Certifications – The offeror shall ensure this section is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

(b) **Volume II – Technical Experience**

Volume II must be clearly marked “VOLUME II – TECHNICAL EXPERIENCE Volume, RFP W91249-23-R-0005.

(1) The Technical Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror’s proposal. Legibility, clarity, and coherence are very important. Responses will be evaluated against the Technical factors defined in Addendum 52.212-2, Evaluation Factors for Award. **The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements.**

Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

2. The Technical Volume shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in Addendum 52.212-2 of this solicitation. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract task requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS tasks. The volume shall be organized according to the following general:

- Table of Contents
- List of Table and Drawings
- Cross Reference Matrix
- Exceptions/Assumptions (Identification and explanation of any exceptions or deviations). Additionally, identify any assumptions used in preparing the proposal.

Factor 1: Technical Capability consists of two Subfactors:

Sub-factor 1A – Technical Ability

Sub-factor 1B – Staffing, Recruitment, Retention, and Management Approach

Subfactor 1A: Technical Ability

The Offeror's overall technical approach shall demonstrate its knowledge and understanding of the magnitude and complexity of this requirement and its capability to perform all tasks in the Performance Work Statement. The Offeror's technical approach shall also concisely and clearly address the Offeror's approach to plan, organize, control, and perform the major performance objectives below:

- Provide Program Management
- Provide Training Support
- Provide Qualified and Certified Personnel

Subfactor 1B: Staffing, Recruitment, Retention, and Management Approach

The Offeror's management approach shall describe the extent to which subcontractors and/or teaming partners (hereafter referred to as “personnel”) shall be used to perform this requirement by task and by percentage of the costs of service performed. The Offeror shall also describe procedures for managing subcontractors to include identification of interface points, assignment

of management responsibilities to any subcontractors, and procedures for both technical and managerial problem resolution to ensure all requirements are met. The Offeror's management approach shall address its procedures to monitor and manage performance by all personnel, across numerous geographic locations, to ensure timely quality work and to control costs. The Offeror's staffing approach shall identify its proposed staffing (by number of personnel, by labor categories and by location) and any plans to cross-utilize or rely on reach-back, part-time or temporary personnel to perform this requirement. The Offeror's staffing plan shall describe its plans for recruiting and retaining personnel with all of the qualifications necessary to perform this requirement. The Offeror shall provide the names of all personnel performing under this contract and proof of their certifications, security clearances and other qualifications required for their designated positions. The Offeror's staffing, recruitment, retention, and management approach shall describe the methods by which the Offeror shall recruit and retain highly qualified personnel. A sound staffing and management approach to perform program management, address its procedures to plan, organize, control, and perform the major performance objectives, and manage and monitor all personnel to ensure all PWS requirements are met. In addition, the offeror's staffing, recruitment, retention, and management approach shall address the following:

The Offeror shall provide letters of intent (signed within 60 days of proposal submission) and resumes for key personnel. Resumes and Letters of Commitment are not included in the page count. Résumés must conform to the following format:

- (1) Name
 - (2) Education (Degree/discipline/year attained, educational institution)
 - (3) Certifications (certification member ID; expiration date)
 - (4) Security Clearance (List clearance(s) currently held)
 - (5) Proposed Labor Category
 - (6) Experience
 - (7) Present Position
 - a. Company and title of position
 - b. Dates of employment (month/year to month/year or to "present")
 - c. Brief description of duties and responsibilities, including supervisory experience
 - d. Number and type of personnel supervised
- a. Provide an Organizational Chart, which shall clearly reflect positions and address lines of communication, decision making authority, and problem resolution. The Offeror shall delineate the organization's chain of command and delegations of authority relating to the execution of the work required in the Performance Work Statement. Describe and outline the strategy(s) and method(s) that will be utilized to locate and actively recruit highly qualified and experienced personnel and manage personnel with the required knowledge, skills, education, experience, and applicable position descriptions, certifications, training (to include refresher training), security clearances, and licenses required to support specific positions in accordance with the PWS and necessary to perform and manage contract requirements.
- b. Describe and outline the strategy that will be utilized to effectively account for challenges in

locating, relocating, and retaining personnel that are qualified to meet all requirements and a recruitment strategy(s) to motivate personnel to relocate to Fort Gordon area and work for the Government.

c. Address how risk will be mitigated and/or eliminated from a technical, staffing, and management perspective.

(c) **Volume III - Past Performance.**

Volume III must be clearly marked "VOLUME III – Past Performance, RFP W91249-23-R-0005.

The Past Performance evaluation will be accomplished by Offeror's submission in identifying recent and relevant performance/experience information from at least three (3) but no more than five (5) Federal, State, or Local Government task orders or contracts that the Offeror has performed. Recent is defined as within the past three (3) calendar years from the closing date of this RFP. Relevant is defined as work performed that is similar to that anticipated by the PWS. Each narrative shall also include contract number and amount; the name, telephone number, and email address of the Government representative who can verify past performance. The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant Past Performance, focusing on and targeting performance which is relevant to the effort as it directly relates to the work being procured under this solicitation and as defined in Addendum 52.212-2.

Past Performance information described herein is required on the offeror and all subcontractors, teaming partners, and/or joint venture partners proposed to perform 10% or greater of the proposed effort based on the total proposed price. The offeror shall submit, along with the information required in this paragraph, a consent letter, executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, the offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the offeror's performance.

1. The offeror is requested to submit the Past Performance by the scheduled due date, to the Contracting Officer at the address specified in Addendum 52.212-1.
2. The offeror shall include documentation regarding their relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for services for the submitted data. The past performance data shall document a successful history of past contract performance.
3. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance Volume and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. Offerors are reminded that both independent data and data provided by offerors in their

proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government. All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

4. Submission Requirements. The offeror shall submit a Past Performance Volume containing the following:

- **Table of Contents**
- **Summary Page** describing the role of the offeror and each subcontractor, teaming partner, and /or joint venture partner that the offeror is required to provide Past Performance Specific Relevant Contract Reference Sheets for the past performance experience in accordance with **Attachment 3**.
- **Consent Letters** executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information. A sample consent letter is attached as **Attachment 2**.
- **Client Authorization Letters** for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror performance. **Attachment 6**
- **Organization Structure Change History**— Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

- **Specific Relevant Contracts Format - Sheets** in accordance with **Attachment 3** and are limited to 3 pages per reference. The offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this Solicitation. The submittal shall include rationale supporting your assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.

Past Performance Questionnaire - Attachment 1 Past Performance Questionnaire. For the contracts identified on each Specific Relevant Contract Reference, the offeror shall forward a copy of the Past Performance Questionnaire to the points of contact responsible for monitoring performance under such contracts. The points of contact shall return the questionnaires directly to larry.c.bush6.civ@army.mil prior to the closing of the RFP. Any questionnaires not returned directly to the KO will not be reviewed and evaluated. The information contained in the questionnaires will be used to evaluate the offeror's past performance. New entities that have no past customers shall annotate on the Summary Page that they have had no previous clients and that the minimum number of questionnaires cannot be provided.

(d) **Volume IV - Price** – The offeror shall complete the Pricing Worksheet Attachment 4, Attachment 5, and SF1449 – Continuation Sheets -- Supplies or Services and Prices/Costs section of the solicitation. A separate breakdown shall be submitted for each year and these shall be rolled up to the contract or summary level, which shall be traceable to the amounts inserted in Schedule B. Offerors shall provide proposed prices for each applicable CLIN in Schedule B of this solicitation. All labor proposed on the previously discussed breakdown sheets shall be linked to this labor summary. **The offerors shall provide compensation packages for all employees. Compensation package will be evaluated to ensure the adequacy of retention and recruitment.**

The Government reserves the right to require the submission of Other Than Certified Cost or Pricing Data as is deemed necessary to arrive at a fair and reasonable price.

The following instructions apply to the prime and subcontractors. Total Compensation Plan for Professional Employees (TCPPE). This solicitation incorporates FAR Clause 52.222-46. In its Price Proposal Volume, the Offeror shall submit a TCPPE setting forth direct labor rates and total fringe benefits proposed for professional labor categories as described in Solicitation. The TCPPE shall demonstrate the Offeror's clear understanding of the work to be performed. The Offeror's TCPPE shall indicate the capability of the proposed compensation structure to obtain and keep qualified personnel to meet mission objectives and provide uninterrupted high-quality work. The Offeror's TCPPE shall address recruitment and retention, realism, and its consistency with a total plan for compensation. The Offeror's TCPPE shall describe how the proposed salary rates for professional employees account for differences in skill, complexity of various disciplines, and professional job difficulty. The Offeror's TCPPE shall include supporting information, such as national and regional compensation surveys and studies of professional,

public and private organization used in establishing the total compensation structure. Incumbent contractors shall submit information pertaining to the salaries and fringe benefits paid to incumbent contractor personnel who are currently performing, or have performed in the three (3) years prior to the date set for submission of proposals, in labor categories, or labor categories equivalent to, those identified by the Offeror as professional employees. For informational purposes only, the government is providing a sample summary of an employee total compensation to summarize the compensation value, see **Attachment 5**.

All information relating to the proposed price must be included in both hard copy and electronic format. Electronic versions of the price proposal shall be submitted in Microsoft Excel as further delineated below, and files should not be read only or password protected. All Excel formulas, lookup tables, and links should be intact, and no links should exist to files not included with the submission. Excel workbooks should not contain hidden spreadsheets. PDF or flat files will not be considered adequate. The electronic version will take precedence for any differences noted between the hard and electronic versions of an offeror's proposal. Failure to comply with these formatting requirements may result in rejection of your proposal. Offerors' submittals shall be free of viruses, Trojans, spyware, and other malicious code for which appropriate detection and removal/quarantine software exists.

Certified cost or pricing data is not anticipated for the award of contracts due to expected competition; however, the Government reserves the right to request such information should it become necessary consistent with FAR Subpart 15.4, Contract Pricing. Data Other Than Certified Cost or Pricing Data is required to determine the proposed price fair and reasonable.

Offeror shall fill out the attached Pricing Worksheets (Attachments 4 and 5). The Price proposal for all the CLINs contained in Schedule B, Pricing Schedule shall contain two Sections: the Price Narrative Section and the Price Proposal Section.

Price Narrative portion in MS Word or compatible format, with a Table of Contents. The price narrative shall provide the basis of estimate for all major elements of the price proposed. The Price Narrative Section shall contain all the narrative explanations used in deriving calculated price (including appropriate references to individual spreadsheets as they appertain). These narratives shall clearly explain the methodologies, calculations, exceptions and assumptions used in developing price

ADDENDUM 52.212.-2 EVALUATION
ADDENDUM 52.212-2

ADDENDUM 52.212-2 Evaluation Factors for Award

a. Basis for Contract Award

(1) This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement

(AFARS). Award will be made to a single offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements, and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable offer.

(2) Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price proposals, may be the grounds for eliminating a proposal from competition.

The Government will evaluate proposed prices for reasonableness using price analysis techniques. Proposed prices evaluated as unreasonable may be grounds for eliminating a proposal from competition.

b. Award for All of the Work. The Government intends to award one (1) as a result of this solicitation. Offers received for less than the stated number of items listed in the Bid Schedule will be considered ineligible for award. As set forth in FAR 52.215-1 (f)(4), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

c. Evaluation Criteria

1) Evaluation criteria consist of factors and subfactors. The proposals will be evaluated under the following three (3) evaluation factors:

Factor 1: Technical Capability

Subfactor 1A: Technical Ability

Subfactor 1B: Staffing, Recruitment, Retention, and Management Approach

Factor 2: Past Performance

Factor 3: Price

2) **Factor 1 - Technical Capability.** The Technical Factor evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements.

Factor 1 – Technical Capability consist of two (2) Subfactors:

Subfactor 1A: Technical Ability

Subfactor 1B: Management Approach & Staffing Approach

Subfactor 1A: Technical Ability

The proposal clearly demonstrates that the Offeror has a very good understanding of the entire requirement; has a very good methodology to perform all tasks successfully and on time, and has a very efficient, effective, and sound approach to plan, organize, control, and perform the major performance objectives. The proposal's overall technical approach shall have little potential to disrupt or degrade performance or to increase costs.

Subfactor 1B: Staffing, Recruitment, Retention, and Management Approach

The proposal clearly demonstrates that the Offeror has very sound procedures to monitor and manage performance of all personnel, in all locations, to ensure timely quality work and to control costs. The proposal clearly demonstrates that the Offeror has offered properly qualified personnel in the appropriate labor categories to perform this requirement, has a very sound recruiting and retention plan to ensure the continued availability of properly qualified personnel and has a very efficient, effective and sound staffing approach that ensures an appropriate number of personnel are available to perform this requirement. The proposal's overall management and staffing approach shall have little potential to disrupt or degrade performance or to increase costs.

The Technical Capabilities sub-factors will be assigned an adjectival rating of Acceptable or Unacceptable. The Subfactor ratings will be used to determine an overall rating for the factor. If any Subfactor receives an Unacceptable rating, the overall Technical Capabilities factor will be rated Unacceptable.

The Technical Factors will receive one of the adjectival ratings defined below. The Subfactor ratings will be used to determine an overall rating for the factor.

Table A-1. Technical Acceptable/Unacceptable Ratings

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

(3) Factor 2 - Past Performance. The Past Performance evaluation will assess the offeror's probability of meeting the solicitation's requirements as indicated by that offeror's record of past performance. Past Performance is assessed at the factor level after evaluating aspects of the offeror's recent past performance and focusing on performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and State Department Watch Lists. Past performance areas of evaluation include:

- Quality of Service
- Schedule

- Cost Control
- Customer Satisfaction

(a) Each offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the Contract requirements.

(b) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past (3) three years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated.

(c) Relevancy Assessment. To be relevant, the effort must be similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, dollar value, and complexity to the services/products being procured under this solicitation.

Recent past performance is defined as not more than (3) three years from the RFP release date; Relevant in terms of similar nature of work, size, and complexity.

A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. In establishing what is relevant for the acquisition, consideration should be given to what aspects of an offeror's contract history would give the most confidence that the offeror will satisfy the current procurement. The past performance information provided in the proposal and obtained from other sources will be used to establish the relevancy of past performance.

(d) The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.

(e) Assigning Ratings. The Past Performance Factor will be assigned one of the ratings defined below.

Table 4. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

(f) Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

(4) Factor 4 – Price. Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b). Through these techniques the Government will determine whether prices are reasonable, complete and balanced. **Total compensation plans for proposed professional employees shall be evaluated as prescribed by FAR Clause 52.222-46.**

The Price factor will not be scored or rated. The Government will evaluate the Offeror’s Price Proposal to determine if the price proposal is complete and accurate, in accordance with Section L instructions, and if proposed prices are fair and reasonable and balanced. The Government will evaluate total compensation plans for professional employees as prescribed by FAR Clause 52.222-46. Offerors responding to this solicitation are advised that, prior to award, the Government may request Offerors to submit substantiating information/data to support price reasonableness and the evaluation of the Professional Employees Compensation Plan as described in FAR Clause 52.222-46. An unreasonably high, unbalanced, inaccurate, or incomplete proposal may be grounds for eliminating a proposal from competition or a determination that the proposal will not be considered for award because it is not in compliance with the material requirements of the solicitation. Additionally, failure to comply with the provisions of FAR Clause 52.222-46 may constitute sufficient cause to justify rejection of a proposal.

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). As part of price evaluation, the government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price for the purpose of evaluation will include the base period, 1st option, 2nd option, 3rd option, 4th option, and 1/2 of the 4th option. Offerors are not required to enter a price for the six-month period.

Unbalanced Pricing may be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices

Definitions.

Reasonableness. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

Completeness/Accuracy. The offeror’s proposal is in compliance with the Price Volume instructions in the solicitation.”

