

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> Offeror To Complete Block 12, 17, 23, 24, & 30				<b>1. Requisition Number</b>		<b>Page</b> 1 <b>Of</b> 77			
<b>2. Contract No.</b>		<b>3. Award/Effective Date</b>		<b>4. Order Number</b>		<b>5. Solicitation Number</b> W56KGY-22-R-0004		<b>6. Solicitation Issue Date</b> 2021OCT29	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> NICHOLAS MITROCSAK			<b>B. Telephone Number (No Collect Calls)</b> (443) 861-5393		<b>8. Offer Due Date/Local Time</b> 2021NOV29 05:00pm		
<b>9. Issued By</b> ACC-APG Division C (W56KGY) 6565 SURVEILLANCE LOOP APG, MD 21005-1846  <b>Email:</b> NICHOLAS.M.MITROCSAK.CIV@MAIL.MIL				<b>Code</b> W56KGY		<b>10. This Acquisition is</b> <input checked="" type="checkbox"/> Unrestricted <b>OR</b> <input type="checkbox"/> Set Aside: % For:  <input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program  <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> EDWOSB  <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business <b>NAICS:</b> 511210  <input type="checkbox"/> 8(A) <b>Size Standard:</b>			
<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> See Schedule		<b>12. Discount Terms</b>		<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>				<b>13b. Rating</b> DOA7	
<b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP									
<b>15. Deliver To</b> SEE SCHEDULE  <b>Code</b>				<b>16. Administered By</b>  <b>Code</b>					
<b>Telephone No.</b>									
<b>17a. Contractor/Offeror</b> <b>Code</b>		<b>Facility</b>		<b>18a. Payment Will Be Made By</b> <b>Code</b>					
<b>Telephone No.</b>									
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>		<b>24. Amount</b>
		SEE SCHEDULE							
(Use Reverse and/or Attach Additional Sheets As Necessary)									
<b>25. Accounting And Appropriation Data</b>							<b>26. Total Award Amount (For Govt. Use Only)</b>		
<input checked="" type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda</b>							<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda</b>							<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> <b>28. Contractor Is Required To Sign This Document And Return</b> 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"/> <b>29. Award Of Contract: Ref.</b> _____ <b>Offer Dated</b> _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:				
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b>				
<b>30b. Name And Title Of Signer (Type Or Print)</b>			<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b>			<b>31c. Date Signed</b>	
Authorized For Local Reproduction Previous Edition Is Not Usable					Standard Form 1449 (Rev. 2/2012) Prescribed By GSA-FAR (48 CFR) 53.212				

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ 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		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

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**Name of Offeror or Contractor:**

SUPPLEMENTAL INFORMATION

Buyer Name: NICHOLAS MITROCSAK  
 Buyer Office Symbol/Telephone Number: CCAP-CCC/(443)861-5393  
 Type of Contract 1: Firm Fixed Price  
 Kind of Contract: Other

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

Executive Summary

- Description of Item(s) Being Procured: The Army Contracting Command - Aberdeen Proving Ground (ACC-APG) has the need to acquire on behalf of Project Manager (PM) Intelligence Systems & Analytics (IS&A), a commercial item that is a software only solution to meet the All Source II interoperability, security, training, usability, and data management capabilities. The Contractor shall also provide support services, incidental services, and deliverables for the procurement of a commercial item solution to satisfy the All Source II requirements.
- Program Objective / Needs: The program objectives and needs for this effort are outlined within the Statement of Work (SOW) (Attachment 0001), and Base Performance Requirements Document (PRD) (Attachment 0002). The program objectives and needs for Delivery Order 1 are outlined within the Delivery Order 1 SOW (Attachment 0009) and Delivery Order 1 PRD (Attachment 0010)
- Delivery Schedule: This single award, indefinite delivery, indefinite quantity (IDIQ) contract will have a five (5) year ordering period. Delivery, schedule and performance requirements will be reflected in each delivery order issued under the proposed contract, based upon the identified program needs during the contract period of performance. The orders may have option periods.
- Type of Contract: The Government intends to award a single award IDIQ contract with orders issued on a firm-fixed-price (FFP) basis. The acquisition will be issued as a competitive full and open competition award in accordance with Federal Acquisition Regulation (FAR) Part 12 and FAR Part 15. The North American industry classification system (NAICS) code is 511210 with a size standard of \$38,500,000.00.
- Format of Contract: The resultant contract will be formatted in accordance with FAR 15.204-1 -- Uniform Contract Format. Orders will be issued with respect to all basic terms and conditions as stated in the base contract, with information as required by FAR 16.505(a)(7).
- Nature of Work: The scope of this effort is to satisfy the Governments projected need. The security requirements for the base contract are defined in the Department of Defense Contract Security Classification Specification, DD Form 254 (Attachment 0004).
- Unusual / Specific Aspects of the Acquisition: Refer to Sections L and M of this DRAFT solicitation.
- Source Selection Methodology: An award will be made based on the best overall (i.e., best value-tradeoff) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: Technical, Cost/Price, Past Performance and Small Business. The weighting and specific details regarding these evaluation factors and source selection methodology can be found in Sections L & M of this solicitation.
- Use of DOD SAFE: During the conduct of this acquisition DOD Safe will be utilized by the Government to support the proposal evaluation and source selection process. A separate tool, all exchanges with Offerors will occur with the Procuring Contracting Officer and Contract Specialist. Please refer to Section L of this solicitation for further information.
- Performance: Performance will be assessed in accordance with the quality assurance surveillance plan (QASP). The offeror is to propose the terms of QASP. The final document will be incorporated into Section J at time of award.
- Negotiated Procurements: This competitively negotiated acquisition shall be in accordance with the terms and conditions established throughout this solicitation including the exhibits and attachments located in Section J.
- Disclaimer: This Executive Summary has been prepared as an aid to the potential offerors. The Government has made every attempt to accurately reflect the requirements and information contained in this solicitation.
- CONTRACT MAXIMUM/MINIMUM TASK ORDER CEILING: The anticipated MAXIMUM contract ceiling under the IS&A Intel Apps All Source acquisition is \$43,481,921.76. The cumulative value of the IDIQ contract, which includes all TOs or DOs issued, shall not exceed \$43,481,921.76. The MINIMUM guaranteed value under this contract is \$3,500.00, which shall be obligated on the first DO issuance at the time of contract award.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W56KGY-22-R-0004 <b>PIIN/SIIN</b> MOD/AMD	<b>Page</b> 3 <b>of</b> 77
<b>Name of Offeror or Contractor:</b>		

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

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>TECHNICAL TEST SUPPORT</u></p> <p>COMMODITY NAME: ASII TECHNICAL TEST SUPPORT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II TECHNICAL TEST SUPPORT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.1 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>SOLDIER TOUCH POINT (STP) TEST SUPPORT</u></p> <p>COMMODITY NAME: STP TEST SUPPORT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II SOLDIER TOUCH POINT (STP) TEST SUPPORT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.2 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$	\$

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>ALL SOURCE II PROGRAM PROTECTION</u></p> <p>COMMODITY NAME: ASII PROGRAM PROTECTION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II PROGRAM PROTECTION on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.3 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p><u>NIPRNET RMF AUTHORIZATION</u></p> <p>COMMODITY NAME: NIPRNET RMF AUTHORIZATION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II NIPRNet RMF AUTHORIZATION on a Firm-Fixed-Price basis, in accordance with paragraph SOW 3.4 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>SECRET RMF AUTHORIZATION</u></p> <p>COMMODITY NAME: SECRET RMF AUTHORIZATION CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II SECRET RMF AUTHORIZATION on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.5 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____
0006	<u>FUNCTIONAL CONFIGURATION AUDIT</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: FUNCTIONALCONFIGURATION AUDIT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II FUNCTIONAL CONFIGURATION AUDIT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.6 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0007	<u>ARMY INTEROPERABILITY CERTIFICATION (AIC)</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: ARMY INTEROPERABILITY CERT. CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II ARMY INTEROPERABILITY CERTIFICATION (AIC) on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.7 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0008	<p><u>SOLUTION JOINT INTEROPERABILITY TEST CERTIFICATION (JITC)</u></p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: SOLUTION JITC</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II SOLUTION JOINT INTEROPERABILITY TEST CERTIFICATION (JITC) on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.8 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0009	<u>SOLUTION TRAINING</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: SOLUTION TR/TRAIN THE TRAINER</p> <p>CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II SOLUTION TRAINING/TRAIN THE TRAINERS on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.9 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0010	<u>OPERATIONAL ASSESSMENT</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>COMMODITY NAME: OPERATIONAL ASSESSMENT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide OPERATIONAL ASSESSMENT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.10 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0011	<u>SOLUTION SOFTWARE</u>			\$_____	\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>COMMODITY NAME: SOLUTION SOFTWARE</div> <div>CLIN CONTRACT TYPE: Firm Fixed Price</div> <div>This CLIN is established to provide All Source II SOLUTION SOFTWARE on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.11 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</div> <div>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</div> <div>Base Period: 25 March 2022 - 24 March 2023</div> <div>Range Quantities</div> <div><div>FROM TO UNIT PRICE</div><div>1 5 \$</div><div>6 10 \$</div><div>11 20 \$</div><div>21 50 \$</div><div>51 150 \$</div></div> <div>Year 1: 25 March 2023 - 24 March 2024</div> <div>Range Quantities</div> <div><div>FROM TO UNIT PRICE</div><div>1 5 \$</div><div>6 10 \$</div><div>11 20 \$</div><div>21 50 \$</div><div>51 150 \$</div></div> <div>Year 2: 25 March 2024 - 24 March 2025</div> <div>Range Quantities</div> <div><div>FROM TO UNIT PRICE</div><div>1 5 \$</div><div>6 10 \$</div><div>11 20 \$</div><div>21 50 \$</div><div>51 150 \$</div></div> <div>Year 3: 25 March 2025 - 24 March 2026</div> <div>Range Quantities</div> <div><div>FROM TO UNIT PRICE</div><div>1 5 \$</div><div>6 10 \$</div><div>11 20 \$</div><div>21 50 \$</div><div>51 150 \$</div></div> <div>Year 4: 25 March 2026 - 24 March 2027</div> <div>Range Quantities</div> <div><div>FROM TO UNIT PRICE</div><div>1 5 \$</div><div>6 10 \$</div><div>11 20 \$</div><div>21 50 \$</div><div>51 150 \$</div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Deliveries or Performance</u>				
	FOB POINT:				
	SHIP TO:				
	(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0012	<u>ANNUAL SUSTAINMENT</u>			\$ _____	\$ _____
	COMMODITY NAME: ANNUAL SUSTAINMENT CLIN CONTRACT TYPE: Firm Fixed Price				
	This CLIN is established to provide All Source II ANNUAL SUSTAINMENT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.12 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.				
	The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.				
	Base Period: 25 March 2022 - 24 March 2023				
	<u>Range Quantities</u>				
	<u>FROM TO UNIT PRICE</u>				
	1 5 \$				
	6 10 \$				
	11 20 \$				
	21 50 \$				
	51 150 \$				
	Year 1: 25 March 2023 - 24 March 2024				
	<u>Range Quantities</u>				
	<u>FROM TO UNIT PRICE</u>				
	1 5 \$				
	6 10 \$				
	11 20 \$				
	21 50 \$				
	51 150 \$				
	Year 2: 25 March 2024 - 24 March 2025				
	<u>Range Quantities</u>				
	<u>FROM TO UNIT PRICE</u>				
	1 5 \$				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 3: 25 March 2025 - 24 March 2026</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 4: 25 March 2026 - 24 March 2027</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO:</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div> <div>0013INITIAL INTEGRATION SUPPORT</div> <div>COMMODITY NAME: INITIAL INTEGRATION SUPPORT</div> <div>CLIN CONTRACT TYPE:</div> <div>Firm Fixed Price</div> <div>This CLIN is established to provide All Source II INITIAL INTEGRATION SUPPORT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.13 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</div> <div>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0014	<p><u>CONFIGURATION MANAGEMENT (NSP)</u></p> <p>COMMODITY NAME: CONFIGURATION MANAGEMENT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II CONFIGURATION MANAGEMENT (NSP) on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.14 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p>			\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued W56KGY-22-R-0004 PIIN/SIIN MOD/AMD	Page 18 of 77
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO:</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div> <div>ENGINEERING CHANGE PROPOSALS (ECP)(NSP)</div> <div>COMMODITY NAME: ENGINEERING CHANGE PROPOSALS</div> <div>CLIN CONTRACT TYPE:</div> <div>Firm Fixed Price</div> <div>This CLIN is established to provide All Source II ENGINEERING CHANGE PROPOSALS (ECP)(NSP) on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.15 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</div> <div>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO:</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>			<div></div> <div>\$ _____</div>	<div></div> <div>\$ _____</div>

CONTINUATION SHEET	Reference No. of Document Being Continued W56KGY-22-R-0004 PIIN/SIIN MOD/AMD	Page 19 of 77
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	<p><u>EXERCISE SUPPORT</u></p> <p>COMMODITY NAME: EXERCISE SUPPORT CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This CLIN is established to provide All Source II EXERCISE SUPPORT on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.16 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 Quantity: 1 Unit Price: \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 Quantity: 1 Unit Price: \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 Quantity: 1 Unit Price: \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 Quantity: 1 Unit Price: \$</p> <p>Year 4: 25 March 2026 - 24 March 2027 Quantity: 1 Unit Price: \$</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																													
0017	<p><u>LICENSING</u></p> <p>COMMODITY NAME: LICENSING</p> <p>This CLIN is established to provide All Source II Test LICENSING on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.1, 3.2, 3.10, 3.18 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr></table> <p>Year 1: 25 March 2023 - 24 March 2024</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr></table> <p>Year 2: 25 March 2024 - 24 March 2025</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr></table> <p>Year 3: 25 March 2025 - 24 March 2026</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr></table> <p>Year 4: 25 March 2026 - 24 March 2027</p> <p><u>Range Quantities</u></p> <table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr></table> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p>	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$			\$ _____	\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	<p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>PERPETUAL SW LICENSE</u></p> <p>COMMODITY NAME: OPTIONAL CLIN CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This OPTIONAL CLIN is established to provide Perpetual Software Licenses on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.11 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 <u>Range Quantities</u> <u>FROM TO UNIT PRICE</u> 1 5 \$ 6 10 \$ 11 20 \$ 21 50 \$ 51 150 \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 <u>Range Quantities</u> <u>FROM TO UNIT PRICE</u> 1 5 \$ 6 10 \$ 11 20 \$ 21 50 \$ 51 150 \$</p> <p>Year 2: 25 March 2024 - 24 March 2025 <u>Range Quantities</u> <u>FROM TO UNIT PRICE</u> 1 5 \$ 6 10 \$ 11 20 \$ 21 50 \$ 51 150 \$</p> <p>Year 3: 25 March 2025 - 24 March 2026 <u>Range Quantities</u> <u>FROM TO UNIT PRICE</u> 1 5 \$ 6 10 \$ 11 20 \$</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>2150\$</div> <div>51150\$</div> <div>Year 4: 25 March 2026 - 24 March 2027</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO:</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div> <div>0019ANNUAL SUSTAINMENT PERPETUAL SOFTWARE LICENSE</div> <div>COMMODITY NAME: OPTIONAL CLIN</div> <div>CLIN CONTRACT TYPE:</div> <div>Firm Fixed Price</div> <div>This OPTIONAL CLIN is established to provide Sustainment Perpetual Software Licenses on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.11 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</div> <div>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</div> <div>Base Period: 25 March 2022 - 24 March 2023</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>51150\$</div> <div>Year 1: 25 March 2023 - 24 March 2024</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 2: 25 March 2024 - 24 March 2025</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 3: 25 March 2025 - 24 March 2026</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 4: 25 March 2026 - 24 March 2027</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO:</div> <div>(Y00000)SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																										
0020	<div><div><u>UNLIMITED ENTERPRISE SOFTWARE LICENSE</u></div><div>COMMODITY NAME: OPTIONAL CLIN CLIN CONTRACT TYPE: Firm Fixed Price</div><div>OPTIONAL CLIN is established to provide Unlimited Enterprise Software License on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.11 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</div><div>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</div><div>Base Period: 25 March 2022 - 24 March 2023</div><div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>\$</td></tr><tr><td>21</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>150</td><td>\$</td></tr></table></div><div>Year 1: 25 March 2023 - 24 March 2024</div><div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>\$</td></tr><tr><td>21</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>150</td><td>\$</td></tr></table></div><div>Year 2: 25 March 2024 - 24 March 2025</div><div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>\$</td></tr><tr><td>21</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>150</td><td>\$</td></tr></table></div><div>Year 3: 25 March 2025 - 24 March 2026</div><div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>\$</td></tr><tr><td>21</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>150</td><td>\$</td></tr></table></div><div>Year 4: 25 March 2026 - 24 March 2027</div><div><u>Range Quantities</u><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>1</td><td>5</td><td>\$</td></tr><tr><td>6</td><td>10</td><td>\$</td></tr><tr><td>11</td><td>20</td><td>\$</td></tr><tr><td>21</td><td>50</td><td>\$</td></tr><tr><td>51</td><td>150</td><td>\$</td></tr></table></div></div>	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	11	20	\$	21	50	\$	51	150	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	11	20	\$	21	50	\$	51	150	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	11	20	\$	21	50	\$	51	150	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	11	20	\$	21	50	\$	51	150	\$	FROM	TO	UNIT PRICE	1	5	\$	6	10	\$	11	20	\$	21	50	\$	51	150	\$			\$_____	\$_____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0021	<p><u>ANNUAL SUSTAINMENT UNLIMITED ENTERPRISE SOFTWARE LICENSE</u></p> <p>COMMODITY NAME: OPTIONAL CLIN CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>This OPTIONAL CLIN is established to provide Annual Sustainment Unlimited Enterprise Software License on a Firm-Fixed-Price basis, in accordance with SOW paragraph 3.11 and all corresponding subparagraphs, of the Statement of Work, listed in Section J as Attachment 0001.</p> <p>The Government may issue an unlimited number of delivery orders pursuant to this CLIN during the ordering period.</p> <p>Base Period: 25 March 2022 - 24 March 2023 <u>Range Quantities</u> <u>FROM TO UNIT PRICE</u> 1 5 \$ 6 10 \$ 11 20 \$ 21 50 \$ 51 150 \$</p> <p>Year 1: 25 March 2023 - 24 March 2024 <u>Range Quantities</u> <u>FROM TO UNIT PRICE</u> 1 5 \$ 6 10 \$ 11 20 \$ 21 50 \$</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>51150\$</div> <div>Year 2: 25 March 2024 - 24 March 2025</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 3: 25 March 2025 - 24 March 2026</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>Year 4: 25 March 2026 - 24 March 2027</div> <div>Range Quantities</div> <div>FROM TO UNIT PRICE</div> <div>15\$</div> <div>610\$</div> <div>1120\$</div> <div>2150\$</div> <div>51150\$</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO:</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div> <div>8000ARMY CONTRACTOR MANPOWER REPORTING (CMR) SYSTEM</div> <div>COMMODITY NAME: CONTRACTOR MANPOWER REPORTING</div> <div>Contractor Manpower Reporting shall be IAW SOW paragraph 3.17. Reporting inputs will be for the</div>				

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>labor executed during the period of performance of individual Delivery Orders that include services during each Government fiscal year (FY), which runs October 01 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, beginning with 2022.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Deliveries or Performance</u></p> <p>FOB POINT:</p> <p>SHIP TO:</p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
9000	<p><u>Basic CLIN for ELIN</u></p> <p>The below ELINs are associated with the Data Item Numbers on the Contract Data Requirements List (CDRL) DD Form 1423, in Section J.</p> <p style="text-align: center;">(End of narrative A001)</p>				
A001	<p><u>SOFTWARE VERSION DESCRIPTION (SVD)</u></p> <p>SERVICE REQUESTED: DI-IPSC-81442A CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Software Version Description (SVD) shall be submitted in accordance with (IAW) DI-IPSC-81442A (Found in Section J, Exhibit A).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
A002	<p><u>SOFTWARE USER MANUAL</u></p>				\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
B001	<p>SERVICE REQUESTED: DI-IPSC-81443A CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Software User Manual shall be submitted IAW DI-IPSC-81443A (Found in Section J, Exhibit A).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p> <p><u>OPERATIONS SECURITY (OPSEC) PLAN</u></p> <p>SERVICE REQUESTED: DI-MGMT-80934C CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Operations Security (OPSEC) Plan shall be submitted IAW DI-MGMT-80934C (Found in Section J, Exhibit B).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
B002	<p><u>RISK MGMT FRAMEWORK (RMF) PACKAGE DELIVERABLES</u></p> <p>SERVICE REQUESTED: DI-MGMT-82001 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Risk Management Framework (RMF) Package Deliverables shall be submitted IAW DI-MGMT-82001 (Found in Section J, Exhibit B).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				<p>\$ ** NSP **</p>
C001	<p><u>SCIENTIFIC AND TECHNICAL REPORTS</u></p>				<p>\$ ** NSP **</p>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
C002	<p>SERVICE REQUESTED: DI-MISC-80711A CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Scientific and Technical Reports shall be submitted IAW DI-MISC-80711A (Found in Section J, Exhibit C).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p> <p><u>SOFTWARE/FIRMWARE CHANGE REQUEST</u></p> <p>SERVICE REQUESTED: DI-MISC-81807 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Software/Firmware Change Request shall be submitted IAW DI-MISC-81807 (Found in Section J, Exhibit C).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
D001	<p><u>ENGINEERING CHANGE PROPOSAL (ECP)</u></p> <p>SERVICE REQUESTED: DI-SESS-80639D CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Engineering Change Proposal (ECP) shall be submitted IAW DI-SESS-80639D (Found in Section J, Exhibit D).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **
E001	<p><u>PROGRAM PROTECTION IMPLEMENTATION PLAN (PPIP)</u></p> <p>SERVICE REQUESTED: DI-ADMN-81306 CLIN CONTRACT TYPE: Firm Fixed Price</p>				\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
F001	<p>Program Protection Implementation Plan (PPIP) shall be submitted IAW DI-ADMN-81306 (Found in Section J, Exhibit E).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p> <p><u>TRAINING MATERIALS</u></p> <p>SERVICE REQUESTED: DI-ILSS-80872 CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>Training Materials shall be submitted IAW DI-ILSS-80872 (Found in Section J, Exhibit F).</p> <p>(End of narrative B001)</p> <p><u>Deliveries or Performance</u></p>				\$ ** NSP **

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
5	252.211-7008	USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS	SEP/2010



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<b>Name of Offeror or Contractor:</b>		

CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
1	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.		
TBD		
(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.		
2in1		
(iii) For customary progress payments based on costs incurred, submit a progress payment request.		
(iv) For performance based payments, submit a performance based payment request.		
(v) For commercial item financing, submit a commercial item financing request.		
(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.		
[Note: The Contractor may use a WAWF "combo" document type to create some Combinations of invoice and receiving report in one step.]		
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in		

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD on Order
Issue By DoDAAC	W56KGY
Admin DoDAAC	TBD on Order
Inspect By DoDAAC	TBD on Order
Ship To Code	TBD on Order
Ship From Code	TBD on Order
Mark For Code	TBD on Order
Service Approver (DoDAAC)	TBD on Order
Service Acceptor (DoDAAC)	TBD on Order
Accept at Other DoDAAC	TBD on Order
LPO DoDAAC	TBD on Order
DCAA Auditor DoDAAC	TBD on Order
Other DoDAAC(s)	TBD on Order

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

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

(g) WAWF point of contact.

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

TBD on Order

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

(End of clause)

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.202-1	DEFINITIONS	JUN/2020
2	52.203-3	GRATUITIES	APR/1984
3	52.203-7	ANTI-KICKBACK PROCEDURES	JUN/2020
4	52.204-2	SECURITY REQUIREMENTS	MAR/2021
5	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
6	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
7	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG/2020
8	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
9	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
10	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
11	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN/2020
12	52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG/2018
13	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
14	52.227-1	AUTHORIZATION AND CONSENT	JUN/2020
15	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN/2020
16	52.227-3	PATENT INDEMNITY	APR/1984
17	52.227-9	REFUND OF ROYALTIES	APR/1984
18	52.232-17	INTEREST	MAY/2014
19	52.232-22	LIMITATION OF FUNDS	APR/1984
20	52.232-25	PROMPT PAYMENT	JAN/2017
21	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
22	52.233-1	DISPUTES	MAY/2014
23	52.233-3	PROTEST AFTER AWARD	AUG/1996
24	52.243-1	CHANGES--FIXED PRICE	AUG/1987
25	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL/2021
26	52.245-1	GOVERNMENT PROPERTY	SEP/2021
27	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
28	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
29	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
30	52.249-14	EXCUSABLE DELAYS	APR/1984
31	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
32	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
33	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
34	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	AUG/2019
35	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
36	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	APR/2020
37	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
38	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
39	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	DEC/2019
40	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
41	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	JAN/2021
42	252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
43	252.204-7021	CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENT	NOV/2020
44	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
45	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC	DEC/2019
46	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	MAY/2019
47	252.223-7008	PROHIBITION OF HEXVALENT CHROMIUM	JUN/2013
48	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
49	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
50	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
51	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
52	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
53	252.227-7000	NON-ESTOPPEL	OCT/1966
54	252.227-7003	TERMINATION	AUG/1984
55	252.227-7010	LICENSE TO OTHER GOVERNMENT AGENCIES	AUG/1984
56	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
57	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014

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58	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
59	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
60	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
61	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
62	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
63	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
64	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
65	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
66	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
67	252.232-7011	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS	MAY/2013
68	252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	OCT/2019
69	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
70	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
71	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2021
72	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
73	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
74	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	JAN/2021
75	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
76	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
77	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
78	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	SEP/2021

(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 items:

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (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 items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

\_\_\_ (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.)

\_\_\_ (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].

\_\_\_ (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

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- 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved]
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (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.
- \_\_\_ (iii) Alternate II (Nov 2011) 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.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2021) (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 (SEP 2021)(15 U.S.C. 637(a)(14)).
- \_\_\_ (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 Total Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021)(15 U.S.C. 657 f)
- \_\_\_ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021)(15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAY 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (SEP 2021) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (SEP 2021) (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. 637(a)(17)).

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- \_\_\_ (27) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- \_\_\_ (28) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (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 (July 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 (July 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible 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).
- \_\_\_ (35)(i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 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 (June, 2016) (E.O. 13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- \_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT[supreg]-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[supreg]-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[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (June, 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.
- \_\_\_ (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).
- \_\_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (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-

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- 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.
- \_\_\_ (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 (Jul 2013) (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 Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(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 (Feb 2006)(46 U.S.C. 55305 and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_\_(iii) Alternate II (Feb 2006) 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 items:
- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- \_\_\_ (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) (MAY 2014) (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 Under Executive Order 13658 (Nov 2020) (Executive Order 13658).
- \_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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\_\_\_ (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 Contractors 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 items. 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 (Jun 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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).

(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 (Oct 2020) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(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).



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(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 (Jul 2013) (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 (Feb 2006)(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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

79 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

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

(End of Clause)

80 52.217-6 OPTION FOR INCREASED QUANTITY MAR/1989

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

81 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 0 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 0 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months

(End of Clause)

82                      52.244-2                      SUBCONTRACTS                      JUN/2020

(a) Definitions. As used in this clause

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

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

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

(C) The reason certified cost or pricing data were or were not required;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD at award.

(End of clause)

83                    252.227-7011                    ASSIGNMENT                    AUG/1984

The Contractor hereby conveys to the Government, as represented by the Secretary of \_\_\_\_\_, the entire right, title, and interest in and to the following patents (and applications for patent), in and to the inventions thereof, and in and to all claims and demands whatsoever for infringement thereof heretofore accrued, the same to be held and enjoyed by the Government through its duly appointed representatives to the full end of the term of said patents (and to the full end of the terms of all patents which may be granted upon said applications for patent, or upon any division, continuation- in-part or continuation thereof):

U.S. Patent No.	Date
Name of Inventor	
U.S. Application Serial No.	Filing Date
Name of Inventor	

together with corresponding foreign patents and applications for patent insofar as the Contractor has the right to assign the same.

(End of clause)

84                    52.204-21                    BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS                    JUN/2016

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or

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transmits Federal contract information.

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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(End of clause)

85      52.252-2      CLAUSES INCORPORATED BY REFERENCE      FEB/1998

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

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

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

(End of Clause)

86      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      NOV/2020

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

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

(End of Clause)

87      252.223-7999      ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS      OCT/2021  
(DEVIAION 2021-00009)

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

"United States or its outlying areas" means--

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

88      252.225-7021      TRADE AGREEMENTS--BASIC (DEVIATION 2020-00019)      JUL/2020

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

"Caribbean Basin country end product"--

(i) Means an article that--

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

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

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

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

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

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

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

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

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

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

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

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

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

"Designated country" means--

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

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

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

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

"Designated country end product" means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed

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country end product, or a Caribbean Basin country end product.

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

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

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

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

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

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

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

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Estonia  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Japan  
Latvia  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland.

"Qualifying country end product" means--

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if--

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

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

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

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

(B) The end product is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(ii) A national interest waiver has been granted.

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

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

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

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

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

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

(End of clause)



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"Information technology" (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires

- (i) Its use; or
- (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment acquired by a contractor incidental to a contract.

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractors supply chain.

(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	A001-A002 CDRLS - ISPC	20-OCT-2021	002	EMAIL
Exhibit B	B001-B002 CDRLS - MGMT	20-OCT-2021	002	EMAIL
Exhibit C	C001-C002 CDRLS - MISC	20-OCT-2021	002	EMAIL
Exhibit D	D001 CDRL - SESS	20-OCT-2021	001	EMAIL
Exhibit E	E001 SDRL - ADMIN	20-OCT-2021	001	EMAIL
Exhibit F	F001 CDRLS - ILSS	20-OCT-2021	001	EMAIL
Attachment 0001	BASE STATEMENT OF WORK	26-OCT-2021	027	EMAIL
Attachment 0002	BASE PERFORMANCE REQUIREMENT DOCUMENT	17-SEP-2021	054	EMAIL
Attachment 0003	TOTAL EVALUATED PRICE WORKSHEET	12-OCT-2021	005	EMAIL
Attachment 0004	DD 254	29-JUL-2021	002	EMAIL
Attachment 0005	COMPETITIVE RANGE EVENT PLAN	16-SEP-2021	023	EMAIL
Attachment 0006	PRODUCT DEMONSTRATION EVENT PLAN	17-SEP-2021	027	EMAIL
Attachment 0007	GOVERNMENT FURNISHED INFORMTION	04-OCT-2021	010	EMAIL
Attachment 0008	SOLICITATION TABLES	26-OCT-2021	003	EMAIL
Attachment 0009	DELIVERY ORDER 1 STATEMENT OF WORK	26-OCT-2021	021	EMAIL
Attachment 0010	DELIVERY ORDER 1 PERFORMANCE REQUIREMENTS DOCUMENT	17-SEP-2021	049	EMAIL

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
3	52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	OCT/2020

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 Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

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

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

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

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

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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)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

5                      52.212-3                      OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB                      OCT/2014  
2021) --ALTERNATE I (OCT 2014)

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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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(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.

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"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 the field of operation in which it is bidding on Government contracts, 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

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(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 its stock 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 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.

"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.

NOTE to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 Items, 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 to be performed in the United States or its outlying areas. Check all that apply.

(1) 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 it  
\_\_\_\_ is,  
\_\_\_\_ is not a service-disabled veteran-owned small business concern.

(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 concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business



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concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

\_\_\_\_\_

\_\_\_\_\_

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that omplies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

\_\_\_\_\_

\_\_\_\_\_

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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, 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, \_\_\_ not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

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- \_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_ Individual/concern, other than one of the preceding.

(d) 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 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 parts 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.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy AmericanSupplies, 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.
- (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.
- (iii) The terms "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

[List as necessary]

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

(g)(1) Buy AmericanFree Trade AgreementsIsraeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy AmericanFree Trade AgreementsIsraeli 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.
- (B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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

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defined in the clause of this solicitation entitled "Buy AmericanFree Trade AgreementsIsraeli 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 AmericanFree Trade AgreementsIsraeli 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 AmericanFree Trade AgreementsIsraeli 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.

Other Foreign End Products:	
Line item No.	Country of origin

[List as necessary]

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

(2) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. 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. 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]

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(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;

(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.

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(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. Sec. 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. Sec. 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. Sec. 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 Product

Listed end product	Listed countries of origin
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(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.

(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

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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 Act 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.

(1) 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 the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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;

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- \* 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. The Offeror represents that--
- (i) It [\_\_\_] is, [\_\_\_] is not an inverted domestic corporation; and
  - (ii) It [\_\_\_] is, [\_\_\_] 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 email 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 rovided 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.

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**Name of Offeror or Contractor:**

(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 sections 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 an 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).

(s) [Reserved.]

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



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**Name of Offeror or Contractor:**

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)

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**Name of Offeror or Contractor:**

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

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

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

(End of provision)

7	252.204-7017	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION	MAY/2021
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The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

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

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

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

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

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

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

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

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

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

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

(End of provision)

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG/2020
3	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	SEP/2021
4	252.204-7019	NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS	NOV/2020
5	252.215-7008	ONLY ONE OFFER	JUL/2019

Instructions, Conditions and Notices to Offerors (Section L)

1. Introduction. During the conduct of this acquisition, all documents will be submitted to Army Contracting Command- Aberdeen Proving Ground (ACC-APG) via DOD Safe. Request for drop boxes will need to be submitted by email to the PCO and Contract Specialist, detailed below, one (1) business day in advance. All exchanges with Offerors will occur with the PCO and Contract Specialist via email. During the conduct of this acquisition, once proposals/documents are submitted via DOD Safe, the Government requests that Offerors submit [request] a confirmation email from The points of contacts at :

Ms. Meghan C. Whitmore  
Procuring Contracting Officer  
E-mail: meghan.c.whitmore.civ@mail.mil

And

Mr. Nicholas M. Mitrocsak  
Contract Specialist  
E-mail: nicholas.m.mitrocsak.civ@mail.mil

Offerors proposal shall consist of five (5) volumes.

The Volumes are as follows:

- I. Executive Summary
- II. Technical
- III. Price
- IV. Past Performance
- V. Small Business

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked. Offerors are cautioned that parroting of the technical requirements or the SOW (Attachment 0001) with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal.

2. Proposal Submission Requirements.

a. Each proposal volume shall be separate and include the prescribed files identified in Table 1 -- Requirements for Submission of Proposal Materials, below. Electronic submission of proposal is mandatory, IAW the solicitation instructions, with the time of receipt of the required electronic proposal volumes to the Procuring Contracting Officer and Contact Specialist (detailed in paragraph 1 Introduction) serving as the compliance time for directed proposal submission date and time. The electronic proposal files submitted to SAM.GOV will be the official submission used for evaluation purposes.

b. Files submitted to the Government shall NOT contain CLASSIFIED data. The use of external hyperlinks in proposals is prohibited. The use of hyperlinks that link within a document, such as table of contents links, are allowed.

c. SAM.GOV registration and (active) System for Award Management (SAM) account is required to submit proposals.

d. WARNING: Do not wait until the last minute to submit proposals. To avoid late proposal submissions, Offerors are encouraged to submit proposals 24 hours prior to the required due date and time. Request for DOD Safe drop boxes will need to occur at a minimum one (1) business day in advance of submittal as detailed in paragraph D1.

e. Note: Offerors are offered the opportunity to participate in an open integration period of time using Commercial Cloud Services and to access the Intel Apps Test Harness prior to the proposal submission date. Offerors are not required to participate, and this integration session will not be evaluated. For additional information, please refer to the Competitive Range Event Plan (Attachment 0005), and the Product Demonstration Event Plan (Attachment 0006) of the solicitation.

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**Name of Offeror or Contractor:**

f. Any pages that are changed (as a result of negotiations or proposal revisions) shall be clearly marked. The changed information shall be clearly marked by a vertical line in the right margin of the page, and underlining and/or strike-through of text shall be used to distinguish the changed information. The revised pages shall be dated. Each file containing change or revisions shall be clearly labeled with its title and a copy number (e.g., copy 1 of 5).

g. The volumes of material shall be submitted as depicted in Table 1 - Requirements for Submission of Proposal Materials. All proposal submissions must be in Microsoft Office (MS) Office using a version no earlier than 2007.

\*\*\* SEE Table 1. Requirements for Submission of Proposal Materials in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

3. Proposal Files.

a. Format. The submission shall be clearly indexed and logically assembled. Each volume should be clearly identified and shall begin at the top of a page. All pages of each volume should be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A table of contents shall be created using the table of content feature in MS Word. MS Word files shall use the following page setup parameters:

Font Type

Arial font is required.

Font Size

A standard 12-point minimum is required. An 8-point minimum may be used for tables, illustrations, headers and footers.

Line Spacing

Pages shall be single spaced.

Margins

Top, Bottom, Left, Right 1

Gutter

0

From Edge

Header, Footer 0.5

Page Size, Width

8.5

Page Size, Height

11

NOTE: 11X17 folded pages are acceptable for tables/graphic representations; however, each 11X17 page counts as two (2) pages.

b. File Packaging. Proposal file names shall include the volume number proceeding the identified filename stated in Table 1 - Requirements for Submission of Proposal Materials. All PDF documents shall be provided as searchable PDF files. If proposal files are compressed (zipped), using WinZip version 6.2 or later, into multiple zip files, each zip file must be clearly identified by Volume, as per Table 1 instructions. PLEASE NOTE, Offerors are cautioned that large file sizes of proposals significantly delay submissions, or may not be permitted due to file size restrictions on DOD Safe. High resolution graphics may greatly increase file sizes. Up to five (5) files can be uploaded at one (1) time. The combined size of the five (5) files cannot exceed 100MB. Also note, self-extracting .exe files will not be accepted. Additionally, the Government does not accept responsibility for the organization of electronic proposal submissions. If proposal files are missing or not identified per the instructions provided by this solicitation, the proposal will be immediately eliminated from the competition. The Offeror is responsible for ensuring all appropriate files are included in the proposal submission. Proposal files may be submitted individually without compression at Offerors discretion.

If files are divided into smaller files to support electronic transmission, individual files should be clearly labeled such as technical 1 of 5, etc. Break attachments into smaller files or use the upload utility multiple times if files exceed the 100MB size limit. Filenames MUST be labeled as indicated in Table 1 - Requirements for Submission of Proposal Materials.

Updated computer software virus protection is required. Offerors should not submit proposals without first having scanned them using appropriate computer virus protection software. Uploading files with viruses may jeopardize bid submission.

The Government will not accept or consider any proposal submission methods other than as discussed herein.

c. Content Requirement. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Volumes I, II, and IV of the proposal shall consist of a table of contents, glossary of abbreviations and acronyms, summary section, and the narrative discussion. The summary section shall contain a brief abstract of the volume. Any proprietary information shall be clearly marked. No price information shall be presented in any part of the proposal except as provided in Volume I, Executive Summary and Volume III, Price Factor. Each volume shall be prepared on a standalone basis, so that its contents may be evaluated with minimum cross-referencing to another volume of the proposal. Each table of contents shall delineate the subparagraphs with that volume to the proposal content when applicable. The submission of alternate proposals shall not be allowed.

i. Volume I - Executive Summary. The Offeror shall utilize this volume to provide an overview of the proposal and summarize pertinent information contained in all volumes of the proposal. The information contained in this volume must be consistent with data in the other volumes. References to the proposal locations providing substantiating data shall be given as appropriate. The information contained in this volume is not an evaluation factor, but is required for award.

This volume shall be organized into the following sections:

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1) Proposal Synopsis: The Offeror shall utilize this section of the Executive Summary to summarize pertinent information contained in all volumes of the proposal. The Offeror is free to submit this section of the Executive Summary in any format desired, subject to the limitations previously set forth above, and to include any and all information it believes will support its proposal. Offerors are reminded that the Executive Summary is an introductory summation of the proposal. Therefore, no information shall be in the Executive Summary that does not appear elsewhere in the proposal.

2) Commercial Item Assertions: The Offeror shall provide documentation to support that its solution is a commercial item. The commercial item assertions should explicitly detail how the proposed solution fits the definition of a commercial item as stated in FAR 2.101.

The Government may consider applicable law, regulations, policy, and guidance when determining whether an Offeror's solution is a commercial item, as defined in FAR 2.101.

If the Offeror does not provide sufficient evidence that its solution is a commercial item, then the Government may determine that the Offeror is not eligible for award.

3) Glossary of Abbreviations and Acronyms: The Executive Summary shall contain a glossary of all abbreviations and acronyms used, with an explanation for each.

4) Award Documents/Certifications/Representations: The Offeror shall provide any Award Documents, Certifications, and/or Representations to accompany the proposal submission as required by the solicitation under representations, certifications, and other statements of Offerors.

The Prime Offeror shall have an approved Secret facility clearance and Top Secret safeguarding for classified material and property in effect at time of award, based on the IS&A DoD Security Classification Specification, DD Form 254, PM IS&A requirements.

The following information must be provided to verify the secure facility clearance:

- Contractor Name
- Commercial and Government Entity (CAGE) Code
- Corporate Mailing Address
- Classified Mailing Address
- Security Office Information including:
  - i. Name
  - ii. Title
  - iii. E-mail address
  - iv. Telephone Number

If the Prime Offeror does not have an approved Top Secret facility clearance at time of proposal, Offerors shall submit a plan with timeline to achieve those requirements within 180 days from time of initial award.

5) Data and Software Rights Assertions: IAW the content and formatting requirements for Data and Software Rights Assertions (set forth in the Defense Federal Acquisition Regulation Supplement (DFARS) 252.227- 7017), the Contractors Data and Software Rights Assertions shall comply with the following requirements:

- The Prime Offeror shall not assert license restrictions on items, component, or processes themselves. The asserted license restrictions shall pertain to software or technical data that relates to items, components, or processes.
- The Prime Offerors assertions shall not include technical data or software that will not be furnished to the Government under this Contract.
- The Prime Offeror shall provide a concise (but specific) description of the technical data and software deliverables that will be furnished to the Government with restrictions, rather than generically asserting license restrictions in technical data or technology.
- The Prime Offeror is responsible for ensuring that Data and Software Rights Assertions from its subcontractors comply with the aforementioned content and formatting requirements (IAW DFARS 252.227-7017).
- Prime Offerors shall provide Data/Software Rights Assertions in tabular format prescribed in DFARS 252.227-7017. In addition to the content and formatting requirements set forth in DFARS 252.227-7017, the Prime Offerors Data/Software Rights Assertions table shall list all commercial or non-commercial technical data and software data deliverables that the Prime Offeror intends to furnish to the Government with license restrictions. Thus, the Data/Software Rights Assertions shall include all technical data and software data deliverables that are provided to the Government without an unlimited and/or unrestricted rights license. In the the Prime

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**Name of Offeror or Contractor:**

Offerors identification of technical data and software license rights, the Prime Offeror shall reference any applicable commercial software license agreement related to proposed commercial software deliverables. The Government will consider and data deliverables, that are required in the SOW but not listed in the Prime Offeror's Data/Software Rights Assertions, as technical data or software deliverables furnished to the Government without restrictions.

6) Commercial Plan or Subcontracting Plan: Other than U.S. Small Business Offerors shall submit either a commercial plan as defined at FAR 19.701, or a Commercial Subcontracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003, or DFARS 252.219-7004, if the Offeror has a comprehensive subcontracting plan. Other than U.S. Small Businesses must submit acceptable subcontracting plans to be eligible for award. The Commercial Subcontracting Plan or Commercial Plan will be IDIQ level attachments, applicable to all orders issued. The requirements in this paragraph are for compliance purposes and shall not be considered as an evaluation factor during the Governments award selection trade-off analysis.

ii. Volume II - Technical Factor. The volume shall be organized into the following sections:

1) Product Demonstration: Offerors shall participate in a technical product demonstration as part of the proposal response, whereby the Offeror demonstrates its product solution. The technical product demonstration is where the Offeror will demonstrate whether its solution can accomplish the steps defined in the Competitive Range Event Plan (Attachment 0005), for phase one (1), and the Product Demonstration Event Plan (Attachment 0006) for phase two (2). Each phase of the product demonstration will be conducted at APG, MD or a nearby facility and will not exceed two (2) business days, consisting of one (1) day (Day 1) of system set-up and configuration and one (1) day (Day 2) for the Product Demonstration. This period includes time for system set-up, Demonstration Task Execution, and teardown. The Offeror will be required on site at the Government designated facility for this demonstration and is allotted up to four (4) Offeror personnel, to include a system operator. Offerors will be permitted to cycle personnel in the demonstration room during scheduled breaks IAW the Competitive Range Event Plan (Attachment 0005), and the Product Demonstration Event Plan (Attachment 0006) . The Government will provide two (2) workstations. The Offerors system operator will perform all steps on the system IAW the the Competitive Range Event Plan (Attachment 0005), and the Product Demonstration Event Plan (Attachment 0006).

Sample Data Available Upon Request: Product Demonstration sample data is available upon request as Government Furnished Information (GFI). Please see the All Source II GFI list (Attachment 0006) for a summary of the information that can be provided. In order to receive a copy of the GFI, the Offeror shall send an email to the PCO with the company CAGE code, and Amazon Web Service (AWS) account number identified, no later than 15 days after the issuance of the solicitation. Once in receipt of the request, the Government will coordinate delivery of the Controlled Unclassified Information (CUI) data and Amazon Machine Image (AMI) of the Intel Apps Test Harness to the Offeror.

2) As stated in the Competitive Range Event Plan (Attachment 0005), and the Product Demonstration Event Plan (Attachment 0006) all Offerors are offered the opportunity (but it is not a requirement) to participate in an open integration session prior to the execution of the product demonstrations. Offerors may use this time to setup and configure its All Source II Software Solution and test connectivity to the Intel Apps Test Harness. Offerors will be permitted to create AMIs in its own environment and transfer to the Product Demonstration environment. This integration period will not be evaluated by the Government.

IAW these instructions, Offerors must submit its non-disclosure agreements (NDA) with the non-Government advisors to the PCO, Ms. Meghan.c.whitmore.civ@mail.mil and Contract Specialist Mr. nicholas.m.mitrocsak.civ@mail.mil prior to participating.

iii. Volume III Price Factor. The Offeror shall submit pricing for all CLINs identified in the TEP Worksheet (Attachment 0003). Offerors shall not re-format or remove cells from the spreadsheet. Submission of the pricing data shall be complete and accurate. All prices will be provided as FFP, therefore all proposed prices shall be inclusive of all direct cost (i.e., direct labor, material, travel, and other direct costs), associated indirect costs, and profit related to each CLIN. Any CLINs, where a proposed \$0.00 price is submitted, shall be accompanied by an additional statement verifying the pricing of \$0.00 is correct.

The proposed unit pricing in the Offerors proposal and TEP (Attachment 0003) will become the actual firm fixed prices in any resultant contract for the expected five-year ordering period of the basic contract. This also applies to any range pricing as applicable. The TEP Worksheet will become an attachment in Section J. These prices will also be used for the issuance of Delivery Order 1 which will be awarded simultaneously with the base IDIQ contract.

Please Note: Pricing for delivery orders shall reflect the pricing as set forth in the Total Evaluated Price (TEP) attachment to the basic contract. However, when proposing in response to a Government RFP for an individual Delivery Orders, the contractor is authorized to propose prices lower than what is in the TEP.

The Government expects adequate price competition under this effort. If, however, at the time of proposal due dates there is not adequate price competition, then Offerors may be required to submit information to the extent necessary for the Government to determine fair and reasonable price.

All information related to pricing shall be included in the section of the proposal defined as Volume III Price Factor. In the event the PCO determines additional information (Certified or other than certified cost or pricing data in accordance with FAR 15.403) is necessary in order to determine the reasonableness of price, information below may be requested:

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**Name of Offeror or Contractor:**

- Catalog Pricing Relevant Offeror commercial catalog, its date, catalog prices, and related discounts. Include an explanation of any differences between the offered price, the established catalog price, and price of recent sales in quantities similar to the proposed quantities.

- Market Pricing Description of the nature of the relevant market and how that market affects the offered price including the source and date or period of any relevant market quotation or other basis for market price, the base market price, and applicable discounts or other price adjustments.

- Other evidence of prices charged Evidence of prices charged other customers under similar circumstances. For example, the firm could provide copies of contracts with other customers to document the prices charged.

- Unbalanced Pricing If the Offerors unit prices appear unbalanced when comparing them from quantity range to quantity range or ordering period to ordering period, the Offeror shall provide documentation, including calculations and supporting rationale, explaining the apparent unbalanced pricing.

For proposal preparation purposes only, the expected or approximate date for initiation of contract performance for the Single Award base IDIQ, as well as the first DO, is 25 March 2022. The actual performance dates may vary.

iv. Volume IV Past Performance Factor. This volume shall contain past performance information regarding similar contracts. Offerors shall submit Government contracts for the Prime Offeror and each major subcontractor in performance or awarded during the past 36 months (three (3) years), from the issue date of this solicitation, which are relevant to the requirements of this solicitation, to include the NAICS code the work was completed under. The Offeror shall submit only those recent and relevant contracts for itself and its major subcontractor(s) for identical or similar efforts to the requirements of this RFP. The proposal volume shall contain no more than five (5) contracts for the Prime Offeror and three (3) contracts for each of the Prime Offerors major subcontractors. A minimum of one (1) contract reference is required for each proposed major subcontract. Major subcontractors are defined as members of a Prime Offerors overall team who are anticipated to perform more than twenty percent (20%) of the proposed TEP. Relevant efforts are defined as efforts that are essentially the same as or similar in scope and complexity with a minimum of one (1) year of completed performance, within the NAICS code 511210. In order to be considered relevant, the Offeror must demonstrate for each proposed contract that it, or its major subcontractor, performed a minimum of 33% of the dollar value of the contract. Data concerning the Prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractors past performance information to the Prime Offeror.

- 1) Section 1 Contract Descriptions. This section shall include the following information in the following format.
  - i. Contractor/Subcontractor place of performance, CAGE code and data universal numbering (DUNS) number. If the work was performed as a subcontractor, also provide the name of the prime contractor and point of contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
  - ii. Government contracting activity, and current address, PCO name, e-mail address, telephone and fax numbers.
  - iii. Governments technical representative/Contracting Officers Representative (COR) name, current email address, telephone and fax numbers.
  - iv. Government contract administration activity and the Administrative Contracting Officers name, and current e-mail address, telephone and fax number.
  - v. Government contract administration activitys pre-award monitors name, and current e-mail address, telephone and fax numbers.
  - vi. Contract number and, in the case of indefinite delivery type contracts, General Services Administration contracts, and blanket purchase agreements, include delivery order numbers.
  - vii. Contract Type (specific type such as fixed-price (FP), cost reimbursement (CR), Cost Plus Fixed Fee (CPFF)- term form, CPFF-completion, time & material (T&M), etc.). In the case of indefinite delivery contracts, indicate specific type (requirements, definite quantity, and indefinite quantity) and secondary contract type (FP, CR, T&M, etc.).
  - viii. Awarded price/cost.
  - ix. Final or projected final price/cost.
  - x. Original delivery schedule, including dates of start and completion of work.
  - xi. Final or projected final, delivery schedule, including dates of start and completion of work.

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xii. One (1) contract, Delivery Order counts as a single reference. Do not combine multiple contracts, DOs, or TOs into one (1) reference.

xiii. The Offeror must provide the current SOW with each reference. The Prime Offeror/major subcontractor must cross reference the relevancy of the work they accomplished under the provided SOW to the All Source II SOW.

2) Section 2 Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objective achieved and detailing how the effort is relevant to the requirement of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All requests for variance shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any cure notices or show-cause letters received on each contract listed and a description of any correction action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reason(s) for the termination.

3) Section 3 Subcontracts. Offerors shall provide an outline of how the effort required by the requirements will be assigned for performance within the Offerors corporate entity and among the proposed subcontractors. The information provided for the Prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE code, DUNS number, and type of work to be performed by citing the SOW subparagraph number. This includes all major subcontractors. The Offeror must define the dollar value of work that each Offeror/major subcontractor will accomplish.

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

5) Past Performance Questionnaire (PPQ). For all contracts identified in Section 1 of the PPQ, Contract Descriptions, a PPQ must be completed and submitted.

The Offeror shall complete Part I of the PPQ and e-mail the completed questionnaire to both the Government contracting activity and Government technical representative responsible for the past/current contract.

The Offeror may not fill in and/or submit any past performance information for data entered into Part 1.

The Offeror must instruct the POCs for the cited past performance data in Part 1 that the questionnaires must be filled out by Government personnel for Government contract vehicles.

Past performance data for commercial past performance may be filled out by personnel of the commercial entity cited.

Offerors must instruct the POCs for past performance data cited in Part 1 of the PPQ to complete Part II of the questionnaire electronically and email the entire questionnaire to the cited contracting office no later than the proposal due date, at Meghan.c.whitmore.civ@mail.mil and nicholas.m.mitrocsak.civ@mail.mil. The Offeror shall e-mail these two addresses a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC list shall be submitted in MS Word for Windows table format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).

Offerors must instruct the POCs for past performance data cited in Part 1 of the PPQ to complete Part II of the questionnaire electronically and email the entire questionnaire to the cited contracting office no later than the proposal due date, at Meghan.c.whitmore.civ@mail.mil and nicholas.m.mitrocsak.civ@mail.mil.

The Offeror shall also e-mail these two contracting office addresses a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date but earlier submission is acceptable and appreciated; however, it will not impact the final rating of performance risk. The information shall be submitted in MS Word for Windows table format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC (month/day).

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

**v. Volume V Small Business Factor**

1) All offerors (both other than small businesses and small businesses) shall submit a Small Business Subcontracting Plan Commercial Plan (Commercial Plan). In accordance with FAR Part 19.701 a Commercial Plan is subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). Any contractor receiving a contract with a value greater than \$750,000 must agree in the contract that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance. 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 its subcontracts with small



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business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

2) The Commercial Plan shall be in accordance with FAR 52-219-9(d). This required information will be used to evaluate the extent of your proposed participation/commitment to use U.S. small businesses in the performance of this acquisition (as small business prime offerors or small business subcontractors) relative to Section M, Factor IV, Small Business Participation. The Commercial Plan will be incorporated into the base IDIQ. Binding commitments are considered enforceable contractual requirements. Note: The small plan outlines the "specifics" or the "how" or the "details" of the Offerors firm intentions to maximize the utilization of small businesses within this acquisition. The offeror shall articulate small business contributions to contract performance at the Prime contract through first tier subcontract levels. Second and lower tier small business subcontractors will not be considered towards the total small business participation percentage.

d. Discussions.

i. General Information.

- The Government reserves the right to award without discussion.
- The Offerors proposal will be evaluated as set forth in Section M of this solicitation. IAW FAR 15.306(d), the Government may hold discussions with Offerors. Clarifications and/or discussions may be deemed necessary, as described in FAR 15.306(a). However, the Offerors initial proposal should contain its best terms and conditions from a price and technical standpoint as the Government intends to evaluate proposals and award the resultant contract without discussions. However, the Government reserves the right to hold discussions, if necessary.
- If the PCO 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 PCO 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.

ii. Discussion Scheduling. If discussions are conducted, the PCO may schedule discussion session(s) to clarify Offerors questions on Evaluation Notices (ENs), and each Offeror will be notified of the time and place prior to its discussion session. Appropriate security clearances should be provided by the Offerors in sufficient time to process the requests. The PCO will provide additional instructions with the notification. The discussion sessions will take place at a facility of the Governments choosing in the Aberdeen, MD area.

Non-Government Advisors. Offerors are advised that non-Government advisor subject matter experts (SMEs) have participated in the development of the requirement or may participate in the source selection process. The non-Government advisor SMEs that may participate in the source selection process will have access to all the necessary parts of the Offerors proposal pertinent to the SMEs area of expertise. Non-Government SMEs that will participate in the source selection process will not have access to price data or past performance information. These individuals are non-voting members of the evaluation team. The companies listed below are precluded from being a prime contractor or from participating in any teaming arrangement with potential Offerors due to Organizational Conflict of Interest concerns. Offerors must advise the PCO as soon as possible of any concerns/questions with regard to the use of the non-Government SMEs from the companies listed below. Any Offeror that is affiliated with or is contemplating a contractual relationship with the companies listed below must notify the PCO as soon as possible. In accomplishing its duties, the below firms may require access to proprietary information contained in the Offerors proposals. Therefore, pursuant to FAR 9.505-4(b), these firms must execute an agreement with each Offeror that states that they will (1) protect the Offerors information from unauthorized use or disclosure for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each Offeror must contact the above companies to effect execution of such an agreement prior to the submission of proposals. Each Offeror shall submit copies of the agreement with its proposal within Volume I -Executive Summary (4)-Award Documents/Certifications/Representations.

Each Offeror must submit copies of its complete NDA with the following companies:

- 1) Booz Allen Hamilton Inc., 8283 Greensboro Drive, McLean, VA, 22102-3830; CAGE Code: 17038; POC: Ryan Ludwig, Phone: 732-936-3539, Email: ludwig\_ryan@bah.com
- 2) QED, 6165 Guardian Gateway, Aberdeen Proving Ground, MD 21005; CAGE Code: 42FD6; POC Mr. Scott Balda; Email: sbalda@qed-sys.com
- 3) Decisive Engineering Corporation, 112 Deer Path Ln, Freehold, NJ 07728, CAGE: 4LUL1, POC Mr. Igor Taran, Email: itaran@deceng.net
- 4) Focused Ingenuity, Inc., 205 Wood St, Burlington, NJ 08016, CAGE: 5VD20, POC: Mr. Michael Amabile, Email: mamabile@focusedingenuity.

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EVALUATION FACTORS FOR AWARD

A. Basis for Award (Section M)

The Government will award a contract resulting from this solicitation to the responsible Offeror whose best overall proposal is determined to be most beneficial to the Government.

The Government anticipates awarding to a single Offeror in response to this solicitation.

The award will be made based on the best overall (i.e., best value) proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: Technical, Price,Past Performance and Small Business. For the Technical and Price factors, the Government will utilize the tradeoff process under the Best Value Continuum. The Technical factor is significantly more important than the Price factor. Offerors will be cautioned that the award may not necessarily be made to the lowest prices offered or the highest technically rated proposals. Past Performance factor will assess the degree of confidence in the offeror. Small Business factors will be rated on an acceptable or unacceptable basis. A minimum rating of acceptable must be achieved for the Technical and Small Business factors and a rating of Limited Confidence or higher for Past Performance to be considered eligible for award. Offerors proposed prices within the Price Factor must be equal to or less than the Government affordability values for each Delivery Order identified within the TEP Worksheet (Attachment 0003) to be considered eligible for award.

The Government intends to evaluate proposals and award the contract without conducting discussions with Offerors. The Government reserves the right to hold discussions as determined necessary or required in the sole discretion of the Government's Procuring Contracting Officer. Therefore, an Offerors initial proposal should contain its best terms from a price and technical standpoint. The Procurement Contracting Officer (PCO) may limit the number of proposals in the competitive range if the PCO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an effective competition can be conducted. Proposals with an omission or unclear proposals may be judged to mean the Offeror does not fully understand the requirements or understand what it takes to meet or exceed the requirements, regardless of the proposed price. In that case, the Offeror may be found unacceptable and ineligible for award.

B. Factors to Be Evaluated

Award will be made to the Offeror whose proposal represents the best value to the Government based upon an integrated assessment of the proposal. These proposals will be deemed the most advantageous to the Government based upon the evaluation factors described below.

- Factor I Technical
- Factor II Price
- Factor III Past Performance
- Factor IV Small Business

C. Evaluation Approach

1. Technical Factor. Two (2) phases of the technical proposal evaluation will be conducted by the Government. Under both phases, the Government will evaluate the extent to which an Offerors solution is able to accomplish the steps set forth in the Competitive Range Event Plan (Attachment 0005), and the Product Demonstration Event Plan (Attachment 0006), which is provided for evaluation purposes only.

a. Phase One Product Demonstration: During this phase the Government will evaluate on a Go/No Go Basis the extent to which an Offerors solution is able to accomplish the steps described in Phase One of the Competitive Range Event Plan (Attachment 0005), which are provided for evaluation purposes only. During Phase One of the Product Demonstration, Offerors solutions are required to successfully complete all of the steps in Phase One of the Competitive Range Event Plan (Attachment 0005). The basis for the Contracting Officer establishing the competitive range for continuation into Phase Two Product Demonstration testing (as set forth in Attachment 0005) and beyond will be successful completion of Phase One and rated "Go". Those Offerors who do not successfully complete all of the Phase One Competitive Range Event Plan (Attachment 0005) steps will be considered unsuccessful, rated "No-Go", will not be part of the competitive range, and will not be considered eligible for award. Ratings of Go/No Go Evaluation are detailed in Table 2 below.

Table 2 - Phase One Product Demonstration:Go/No Go Evaluation

Go - Meets the requirements as stated in Competitive Range Event Plan (Attachment 0005)

No Go - Does not the requirements as stated in Competitive Range Event Plan (Attachment 0005)

\*\*\* SEE Table 2. Phase One Product Demonstration:Go/No Go Evaluation in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

b. Phase Two Product Demonstration: During this phase, the Government will evaluate the extent to which an Offerors solution is able to successfully complete the steps called out in Phase Two of the Product Demonstration Event Plan (Attachment 0006). During the Phase Two Product Demonstration, Offerors solutions are not required to successfully complete all of the steps in the Product

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Demonstration Event Plan (Attachment 0006). Those Offerors who successfully complete a higher number of steps will receive a higher rating. Conversely, Offeror solutions that accomplish less of the Product Demonstration Event Plan (Attachment 0006) steps will be rated lower. Offerors solutions that do not present a viable solution to the Government may receive a combined technical/risk rating of unacceptable, see Table 3 - Combined Technical/Risk Ratings.

The Government will consider assigning findings for the Technical Product Demonstration and Sustainment Approach. The Government will assign ratings, detailed in Table 3 - Combined Technical/risk rating, based on an Offerors proposed solution to an individual step set forth in Phase Two of the Product Demonstration Event Plan (Attachment 0006). To receive consideration for award, an Offeror must receive a technical rating of Acceptable or better.

Table 3 - Combined Technical/Risk Ratings  
Color Rating--Adjectival Rating--Description

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

\*\*\* SEE Table 3. Combined Technical/Risk Ratings in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

Table 4 - Technical Risk Rating Method  
Adjectival Rating--Description

Low--Proposal may contain weakness(es) which have little potential to cause disruption to schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome and difficulties.  
Moderate--Proposal contain significant weakness(es) or combination of weakness(es) which may potential cause disruption to schedule, increased cost or degradation of performance. Special contractor effort and close Government monitoring will likely be able to overcome and difficulties.  
High--Proposal contains significant weakness(es) or combination of weakness(es) which is likely to cause disruption to schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.  
Unacceptable--Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

\*\*\* SEE Table 4. Technical Risk Rating Method in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

2 Price Factor. The Government will evaluate for price reasonableness specifically using price analysis and will analyze the line item pricing to determine if the prices are unbalanced. The TEP will be calculated IAW the TEP Worksheet attached to the solicitation (Attachment 0003) and will be utilized for the purpose of the Governments award decision. The TEP will reflect the five (5) year Indefinite Delivery Indefinite Quantity (IDIQ) base contract ordering period.

The analytical techniques and procedures described in FAR subsections FAR 15.404-1 (b) and (g), will be utilized by the Government to determine that the proposed prices offered are fair and reasonable or unbalanced pricing between contract line item numbers (CLINs) is not occurring. In evaluating price reasonableness, other than cost and pricing data shall be utilized. Indications of potential underbidding or unbalanced pricing will be reflected in the pricing report.

A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that a buy-in or unbalanced pricing between contract line item numbers (CLIN) or base and option period is not occurring. In evaluating price reasonableness, other than cost and pricing data shall be utilized. Indications of potential underbidding or unbalanced pricing will be reflected in the pricing report.

a. Price will be evaluated in order to determine that it is fair and reasonable IAW FAR 15.404(b) and (g), price analysis for commercial items and analysis to ensure unbalanced pricing between CLINs is not occurring. Indications of potential unbalanced pricing will be reflected in the pricing report, and an offer may be rejected and ineligible for award if the PCO determines that the lack of balance poses an unacceptable risk to the Government. In accordance with the instructions provided in the TEP worksheet proposed unit prices will be weighted and added to arrive at a total evaluated price which will be used in the trade-off evaluation.

b. Affordability: The Government will evaluate whether each Offerors proposal is affordable by comparing the Offerors CLIN pricing, applicable to the anticipated first two (2) orders, which will be award to each successful Offeror, to the pre-determined affordability caps identified in the TEP Worksheet (Attachment 0003). If an Offeror exceeds the affordability caps intended for the orders then the Offeror shall be ineligible for award.

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All of the pricing for each CLIN identified in the TEP Worksheet (Attachment 0003) will be incorporated into the base contract at the time of award. The prices incorporated into the contract shall be ceiling prices which the awardee shall not exceed, binding upon the awardee for the duration of the contract. After award, awardees may downward adjust its prices during fair opportunity order competitions.

3. Past Performance Factor. The Government will evaluate the Offerors record of recent and relevant past performance to ascertain the confidence/probability of successfully performing the required efforts of the Base Statement of Work (Attachment 0001).

a. Evaluation of past performance shall be IAW this plan utilizing the contractor submitted information, as well as forms and questionnaires.

b. The Government will focus its evaluation on the Offerors (and major subcontractors) record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. Major subcontractors are defined as members of an Offerors overall team who are anticipated to perform more than twenty percent (20%) of the proposed TEP (Attachment 3). A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, Offerors are reminded to include the most relevant recent efforts in the proposal. Recent efforts consist of those proposed by the Offeror that include performance of contracts occurring within thirty-six (36) months (three (3) years) of the date of issuance of this solicitation. Relevant efforts are defined as efforts that are essentially the same as or similar in scope and complexity to the requirements of the solicitation, with a minimum of one (1) year of completed performance, within the North American Industry Classification System (NAICS) code 511210. Complexity is defined as the similarity of past performance history compared to the scope and proposed approach in terms of size, breadth, technical difficulty, degree of subcontracting, and involvement of the proposed solution. In the case of an Offeror or subcontractor without a record of recent and relevant past performance history or when the performance record is so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror will be assigned an unknown (or neutral) rating and its proposal will not be evaluated either favorably or unfavorably on past performance.

c. Offerors shall either provide completed relevant past performance information or, if applicable, include a written statement that it has no relevant past performance. Offerors failing to comply with this requirement will be considered to have submitted a non-compliant proposal.

d. As set forth below in paragraph iii Quality Assessment, the Government is not limited to the information provided by an Offeror regarding and when evaluating past performance. A rating of unknown (or neutral) will be assigned, meaning the Offeror is evaluated neither favorably nor unfavorably for past performance, if the following criteria exist:

- (1) If the Government has no information available regarding the Offerors past performance; and
- (2) If an Offeror and/or its major subcontractor(s) submit(s) a statement that no relevant and /or recent past performance exists; and
- (3) If the Offeror and/or its major subcontractor team member provides reference information that is not recent or relevant as defined in this solicitation.

e. The Past Performance factor considers an Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three (3) aspects of the past performance evaluation that are used to develop the past performance rating: recency, relevancy, and confidence assessment.

i. RECENTY: The first aspect is to determine if the Offerors past performance is recent or not. Recent past performance is one (1) year of completed performance within the past 36 months (three (3) years) of the issue date of the formal solicitation.

ii. RELEVANCY: The second aspect is to assess the Offerors recent past performance to determine how relevant the efforts accomplished by the Offeror are to the effort to be acquired through the source selection. Each past performance contract will receive a relevancy rating.

The following criteria in Table 5 Past Performance Relevancy Rating will be used to establish what is relevant with a minimum of one (1) year of completed performance.

Table 5. Past Performance Relevancy Ratings
Adjectival Rating--Definition
Relevant--Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Not Relevant--Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires

\*\*\* SEE Table 5. Past Performance Relevancy Ratings in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

iii. CONFIDENCE ASSESSMENT: The third aspect is to assess the quality of the Offerors past performance on those recent efforts that were determined relevant by determining how well the contractor performed on the contracts. The Government may elect to obtain available information on the Offeror, and its proposed major subcontractors, using the Contractor Performance Assessment Reporting

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System (CPARS), Past Performance Information Retrieval System (PPIRS), and other Army sources and resources. Documented results from Past Performance Questionnaires (PPQ), CPARS, and other sources form the support and basis for this assessment.

The final step is for the team to arrive at a past performance confidence assessment/rating for the Offeror, selecting the most appropriate rating in Table 6 Past Performance Confidence Assessment Ratings below. To receive consideration for award, an Offeror must receive a rating of acceptable. 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 (or "neutral") past performance

<p style="text-align: center;">Table 6 -- Past Performance Confidence Assessment Ratings</p>
<p style="text-align: center;">Adjectival Rating--Definition</p>
<p>Satisfactory Confidence--Based on the Offerors recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.</p>
<p>Neutral--No recent/relevant performance record is available or the offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonable assigned. The offeror may not be evaluation favorable or unfavorable on the factor of past performance.</p>
<p>Limited Confidence--Based on the Offerors recent/relevant performance record, the Government has low expectation that the Offeror will successfully perform the required effort.</p>
<p>No Confidence-- Based on the Offerors recent/relevant performance record, the Government has no expectation that the Offeror will successfully perform the required effort.</p>

\*\*\* SEE Table 6. Past Performance Confidence Assessment Ratings in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

4. Small Business Factor The Government will evaluate the Small Business Commercial Subcontracting Plan. This plan is a requirement for all Large Business (OTSB) firms, will be reviewed and evaluated in accordance with FAR 52.219-9, and AFARS Appendix DD. In accordance with FAR 9.104 3(b), prior compliance with subcontracting plans required by FAR subpart 19.7 shall be considered in determining the responsibility of an Offeror bidding on a contract requiring a subcontracting plan. All required clauses for subcontracting including FAR 52.219-8, FAR 52.219-9, FAR 52.219-16, FAR 52.244-5, DFARS 252.219-7003, and DFARS 252.219-7004 will be included in the solicitation and contract. If subcontracting issues are encountered during contract performance, the Small Business Office and Contracting Office will monitor the execution of the proposed plan and will address issues directly with the interested parties. The Government will evaluate the acceptability/unacceptability of the following:

- a. As defined in FAR Part 19, Small Business Concerns are specifically identified by name in each category in the Offerors Small Business Commercial Plan; and which Offerors demonstrate acceptable commitment to small business firms or if applicable, the offeror provides explanation and/or documentation supporting why small businesses were not identified.
- b. The type, variety, and complexity of work small business firms are proposed to perform are in accordance with the requirement, such as work supporting the CONTRACT TASKS noted under 6.0 of the Base Statement of Work (Attachment 0001) or if applicable, the Offeror provides explanation and/or documentation supporting why small businesses were not identified.
- c. Offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor agreements, or other demonstrations of commitment (i.e., binding commitments will become enforceable/contractual requirements) or if applicable, the offeror provides explanation and/or documentation supporting why small businesses were not identified.
- d. The Offeror proposed participation percentage or if applicable, the Offeror provides explanation and/or documentation supporting why small businesses were not identified;
  - i. The Offeror provides participation percentage in terms of the Offerors proposed value of the total acquisition (total contract value) that covers the base and all option years. For the purposes of the evaluation, Offerors shall assume the total contract value is proposed value.
  - ii. The offeror provides detailed explanations/documentation supporting its proposed quantitative participation.
- e. The Offeror complied with and provided past performance information to demonstrate the requirements of FAR 52.219-8, Utilization of Small Business Concerns A. Commercial Subcontracting Plan is also required (FAR 52.219-9) for Other Than Small Businesses offerors (OTSB) ONLY (i.e. Large Businesses). OTSB Firms must submit acceptable subcontracting plans to be eligible for award. Note: Subcontracting plans will only be reviewed for acceptability for those Offerors deemed to be apparent awardees.
- f. Offerors Small Business Participation will be rated using Table 7 below.

<p style="text-align: center;">Table 7 - Small Business Assessment Ratings</p>
<p style="text-align: center;">Adjectival Rating--Definition</p>
<p>Acceptable-- Proposal meets submission requirements in accordance with FAR 52.219-9(d)</p>
<p>Unacceptable-- Proposal does not submission requirements in accordance with FAR 52.219-9(d)</p>

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W56KGY-22-R-0004 <b>PIIN/SIIN</b> <b>MOD/AMD</b>	<b>Page 77 of 77</b>
<b>Name of Offeror or Contractor:</b>		

\*\*\* SEE Table 7. Small Business Assessment Ratings in Attachment 0008, "Solicitation Tables" of Section J \*\*\*

i. A rating of acceptable must be achieved to be considered for award.

ii. Offerors that have enforceable agreements must provide fully executed copies (i.e. the entire agreement and not just first and last pages).

iii. An enforceable commitment is defined as a written and signed agreement (by both parties) detailing that all parties have agreed to a business relationship for this procurement.

iv. The document must be clear that both parties have defined and agreed to the extent of the relationship to include the type or types of work the subcontractors/partners shall perform.

v. The agreement shall be specific in nature.

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