

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1   83	
2. CONTRACT NO.		3. SOLICITATION NO. N0003922R1011	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 16 May 2022	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY COMMANDER, NAVAL INFORMATION WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127			CODE N00039	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE		
TEL:			FAX:	TEL:		FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>04:00 PM</u> local time <u>29 Jul 2022</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS	
<b>11. TABLE OF CONTENTS</b>								
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN			ITEM
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE
<b>IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.</b>								

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001 FFP		1	Lot		
	Training Training covered IAW the PWS, to include In-classroom Training, Online Self-Paced Training, Online Instructor-Led Training, T3 Training and In-country Designated Training.  Reference Attachment 6_FFP Training Services  FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 CPFF		1	Lot		
	Training Materials Update the training materials IAW the PWS.  FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 COST		1	Lot		NTE
	Other Direct Costs Base Year. Cost-Only, non-fee bearing.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 FFP		1	Lot		
	Contract Data Requirements List (CDRLs) Data for Base Year. Not Separately Priced.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 FFP		1	Lot		
OPTION	Training Training covered IAW the PWS, to include In-classroom Training, Online Self-Paced Training, Online Instructor-Led Training, T3 Training and In-country Designated Training.				
	Reference Attachment 6_FFP Training Services				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 CPFF		1	Lot		
OPTION	Training Materials Update the training materials IAW the PWS.  FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 COST		1	Lot		NTE
OPTION	Other Direct Costs Year 1. Cost-Only, non-fee bearing.  FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 FFP		1	Lot		
OPTION	Contract Data Requirements List (CDRLs) Data for Option Year 1. Not Separately Priced.  FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 FFP		1	Lot		
OPTION	<p>Training                      Training covered IAW the PWS, to include In-classroom Training, Online Self-Paced Training, Online Instructor-Led Training, T3 Training and In-country Designated Training.</p> <p>Reference Attachment 6_FFP Training Services</p> <p>FOB: Destination</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 CPFF		1	Lot		
OPTION	<p>Training Materials                      Update the training materials IAW the PWS.</p> <p>FOB: Destination</p>				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 COST		1	Lot		NTE
OPTION	<p>Other Direct Costs                      Year 2. Cost-Only, non-fee bearing.</p> <p>FOB: Destination</p>				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 FFP		1	Lot		
OPTION	Contract Data Requirements List (CDRLs) Data for Option Year 2. Not Separately Priced.  FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 FFP		1	Lot		
OPTION	Training Training covered IAW the PWS, to include In-classroom Training, Online Self-Paced Training, Online Instructor-Led Training, T3 Training and In-country Designated Training.  Reference Attachment 6_FFP Training Services  FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 CPFF		1	Lot		
OPTION	Training Materials Update the training materials IAW the PWS.  FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 COST		1	Lot		NTE
OPTION	Other Direct Costs Year 3. Cost-Only, non-fee bearing.  FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 FFP		1	Lot		
OPTION	Contract Data Requirements List (CDRLs) Data for Option Year 3. Not Separately Priced.  FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 FFP		1	Lot		
OPTION	Training Training covered IAW the PWS, to include In-classroom Training, Online Self-Paced Training, Online Instructor-Led Training, T3 Training and In-country Designated Training.  Reference Attachment 6_FFP Training Services  FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 CPFF		1	Lot		
OPTION	Training Materials Update the training materials IAW the PWS.  FOB: Destination				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FIXED FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 COST		1	Lot		NTE
OPTION	Other Direct Costs Year 4. Cost-Only, non-fee bearing.  FOB: Destination				
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 FFP		1	Lot		
OPTION	Contract Data Requirements List (CDRLs) Data for Option Year 4. Not Separately Priced. FOB: Destination				

**PAYMENT OF FEE**

**PAYMENT OF FIXED FEE (COMPLETION TYPE)**

FIXED FEE: CLINS 0002, 1002, 2002, 3002, 4002 (Completion Orders)

**[Contracting officer insert negotiated fixed fee amount]**. The Government shall make payment to the Contractor when requested as work progresses, but no more than biweekly, on account of the fixed fee, equal to [ **[Contracting officer insert negotiated fixed fee amount]** (total fixed fee divided by total estimated cost plus cost of money)] percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions



of paragraph (b) of the “Fixed Fee” clause. In the event of discontinuance of the work in accordance with clause of this contract entitled “Limitation of Funds”, as appropriate,” the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

ALLOTMENT OF FUNDS

- a) This contract is incrementally funded with respect to both cost and fee.
- b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled “Fixed Fee”, are as follows:

ITEM	AMOUNT ALLOTTED TO FIXED FEE
0002 -	\$
1002	
2002	
3002	
4002	

- c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM	AMOUNT ALLOTTED COST	PERIOD OF PERFORMANCE
0002	\$	
1002 -		
2002 -		
3002 -		
4002 -		

- d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.
- e) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

**TYPES OF TASK OR DELIVERY ORDERS**

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

**TECHNICAL DATA RIGHTS**

**If Technical Data Rights are priced, the Government will modify the resulting contract to include those costs as firm fixed priced CLIN 0005 to Section B of the RFP. For example, CDRL J001, J002, J003, J004, if priced, will become CLIN 0005. The CLIN will have a period of performance of five years over the life of the contract.**

Section C - Descriptions and Specifications

SECTION C

**SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

**PERFORMANCE WORK STATEMENT**

The work under this contract shall be performed in accordance with (IAW) the Attachment 1, Performance WorkStatement (PWS) and associated Contract Data Requirements Lists (CDRLs) under Exhibit A.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

Objective: The purpose of this plan is to provide a quality assurance plan for the services provided under this contract. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the term of the contract. The Quality Assurance Surveillance Plan is provided as Attachment 2.

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Section D - Packaging and Marking

PREPARATION FOR DELIVERY

Packaging, handling, storage, and transportation shall be in accordance with best commercial practices.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

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Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

- NOTES: 1. Quantity will be established in each Task/Delivery Order. Period of Performance (POP)/Delivery Date, -TBD  
2. Dates will be updated at award to reflect the contract award date with the same POP (i.e. 12 months).

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2022 TO 31-JUL-2023	N/A	COMMANDER, NAVAL INFORMATION WARFARE CHARLES SCHWARTZ SYSTEMS COMMAND PMW 150 4301 PACIFIC HIGHWAY OT1 ROOM 2143 SAN DIEGO CA 92110-3127 619-252-8933 FOB: Destination	N00039
0002	POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0003	POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
0004	POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
1001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
1002	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
1003	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
1004	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
2001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
2002	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039

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2003	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
2004	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
3001	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
3002	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
3003	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
3004	POP 01-AUG-2025 TO 31-JUL-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
4001	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
4002	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
4003	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039
4004	POP 01-AUG-2026 TO 31-JUL-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00039

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Section G - Contract Administration Data

SECTION G

**CONTRACTING POINTS OF CONTACT**

**The Contracting Officer's Point of Contact is:**

Naval Information Warfare Systems Command  
Attn: Kathleen M. McCoy, Code 21000  
Bldg OT-4  
4301 Pacific Highway  
San Diego, CA 92110-3127  
Email: [kathleen.m.mccoy14.civ@us.navy.mil](mailto:kathleen.m.mccoy14.civ@us.navy.mil)  
Phone: (858) 537-8845

**The Contracting Specialist's Point of Contact is:** Naval Information Warfare Systems Command

Attn: Julie A. Ward, Code 21000  
Bldg OT-4  
4301 Pacific Highway  
San Diego, CA 92110-3127  
Email: [julie.a.ward38.civ@us.navy.mil](mailto:julie.a.ward38.civ@us.navy.mil)  
Phone: (619) 524-7389

**The Contracting Officer's Representative Point of Contact is:**

Naval Information Warfare Systems Command  
Attn: Charles Schwartz  
Bldg OT-1  
4301 Pacific Highway  
San Diego, CA 92110-3127  
Email: [charles.j.schwartz2.civ@us.navy.mil](mailto:charles.j.schwartz2.civ@us.navy.mil)  
Phone: (619) 252-8933

**The Point of Contact regarding Patent Matters for this contract is:**

Office of Patent Counsel / Code 36000 NIWC Pacific  
53560 HULL STREET  
San Diego, CA 92152-5001  
Phone: (619) 553-3001

Do not submit interim and final invention reports to this address.

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)



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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

**COMBO**

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

**INVOICE 2 IN 1**

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00039
Admin DoDAAC**	TBD
Inspect By DoDAAC	N00039
Ship To Code	N00039
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

Not Applicable

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

(End of clause)

#### **Supplemental Instructions for WAWF/PIEE:**

The following Procurement Integrated Enterprise Environment (PIEE) (formally Wide Area WorkFlow (WAWF)) payment instructions supplement DFARS 252.232-7006:

a) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of:

- 1) All labor categories and individuals utilized during the billing period;
- 2) Number of hours and fully burdened hourly labor rates (including fee), per individual;
- 3) Material (consumable and non-consumables) description and fully burdened costs, separated by type;
- 4) Fully burdened travel costs itemized by trip, date and individual;
- 5) Other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.;
- 6) Subcontractor costs itemized with the same level of detail; and
- 7) Average actual hourly labor rates (total actual fully burdened labor cost/total # hours performed).

Attachments shall be created with any Microsoft Office product or Adobe (.pdf files) and are to be attached to the invoice in PIEE. The total size limit for files per invoice in PIEE is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

b) Contractors who are approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors are still to provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in PIEE shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are attached to the email, the attachment must be an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

c) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

d) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc.) shall not be scheduled separately for delivery, identified separately for shipment or performance, or priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

**PAYMENT INSTRUCTION LINK**

The contractor shall refer to the following link for payment instructions: [PGI 204.7108](#).

**PAYMENT INSTRUCTIONS-OTHER (PGI 204.7108 (d)(12) OTHER)**

This contract is a cost-type contract funded by multiple funding types and customers. Funding for the CLINs contained in this contract are received from various funding sources.

Based on the type of work contracted for on behalf of multiple NILE Nations, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in potential expiration of U.S. funds which would result in inequity against the Memorandum of Understanding requirement. Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall expend funds in the following order: i) U.S. ii) FMS and then iii) NILE.

Section H - Special Contract Requirements

**TECHNICAL DATA**

Post-Award Identification and Assertion of Restrictions on Technical Data Pertaining to a Commercial Item and Commercial Computer Software

**Post-Award:**

- a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.
- b. Post-Award Assertions. In addition to the pre-award assertions made, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the table format found below and signed by an official authorized to contractually obligate the Contractor.

Technical Use/Implementing Approach**	If OSS, Was OSS modified by Contractor ***	Commercial Technical Data/Computer Software Title, Version #, and License *	Name of Contractor Delivering Commercial Software****

\* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the Contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

\*\* The functionality of the Commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

\*\*\* If OSS is being used, the Offeror should state whether it has modified the OSS.

\*\*\*\* Corporation, individual, or other person as appropriate.

c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software Offeror proposes to deliver under this text. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government's end user needs.

d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Offeror proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Unique Entity Identifier	OCT 2016
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.210-1	Market Research	NOV 2021
52.211-8	Time of Delivery	JUN 1997
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.211-17	Delivery of Excess Quantities	SEP 1989
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021

52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-19	Order Limitations	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-49	Service Contract Labor Standards -- Place Of Performance Unknown	MAY 2014
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 Alt I	Combating Trafficking in Persons (NOV 2021) Alternate I	MAR 2015
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	DEC 2021
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-9	Taxes--Cost-Reimbursement Contracts With Foreign Governments	MAR 1990
52.230-2	Cost Accounting Standards	JUN 2020
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.230-4	Disclosure and Consistency of Cost Accounting Practices -- Foreign Concerns	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013



52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	JUN 2020
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.250-1	Indemnification Under Public Law 85-804	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-4	Alterations in Contract	APR 1984
52.252-6	Authorized Deviations In Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023 Alt I	Reporting Requirements for Contracted Services (JUL 2021) Alternate I	JUL 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.217-7000	Exercise Of Option To Fulfill Foreign Military Sales Commitments--Basic (Nov 2014)	NOV 2014

252.217-7000	Alt I	Exercise Of Option To Fulfill Foreign Military Sales Commitments-- Alternate I (Nov 2014)	NOV 2014
252.222-7002		Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004		Drug Free Work Force	SEP 1988
252.225-7004		Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2020
252.225-7005		Identification Of Expenditures In The United States	JUN 2005
252.225-7027		Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028		Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041		Correspondence in English	JUN 1997
252.225-7043		Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7047		Exports by Approved Community Members in Performance of the Contract	JUN 2013
252.225-7048		Export-Controlled Items	JUN 2013
252.226-7001		Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013		Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014		Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015		Technical Data--Commercial Items	FEB 2014
252.227-7016		Rights in Bid or Proposal Information	JAN 2011
252.227-7019		Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025		Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026		Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027		Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030		Technical Data--Withholding Of Payment	MAR 2000
252.227-7032		Rights In Technical Data And Computer Software (Foreign)	JUN 1975
252.227-7037		Validation of Restrictive Markings on Technical Data	SEP 2016
252.229-7001		Tax Relief	APR 2020
252.229-7001	Alt I	Tax Relief (APR 2020) - Alternate I	APR 2020
252.229-7007		Verification of United States Receipt of Goods	JUN 1997
252.232-7003		Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008		Assignment of Claims (Overseas)	JUN 1997
252.232-7010		Levies on Contract Payments	DEC 2006
252.232-7017		Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.233-7001		Choice of Law (Overseas)	JUN 1997
252.234-7002	(Dev)	Earned Value Management System (Deviation 2015-O0017)	SEP 2015
252.237-7010		Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7023		Continuation of Essential Contractor Services	OCT 2010
252.239-7010		Cloud Computing Services	OCT 2016
252.239-7010		Cloud Computing Services	OCT 2016
252.239-7016		Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.239-7018	(Dev)	Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.242-7004		Material Management And Accounting System	MAY 2011
252.242-7005		Contractor Business Systems	FEB 2012
252.242-7006		Accounting System Administration	FEB 2012
252.243-7001		Pricing Of Contract Modifications	DEC 1991
252.243-7002		Requests for Equitable Adjustment	DEC 2012

252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020- JAN 2021 O0004)	
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Covered telecommunications equipment or services means--

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

Critical technology means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

(End of clause)

#### 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. **Such orders may be issued from date of award through five years and six months thereafter, if and to the extent all options are exercised.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either--
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

### **PROCEDURES FOR ISSUING ORDERS**

#### (a) ORDERING

- (1) Supplies and/or services to be furnished under this single award IDIQ shall be acquired by orders (and modifications and supplements thereto) issued and signed by the ordering officer. Unless the contractor rejects an order in writing within three (3) working days of receipt of such order, the contractor's acceptance shall be final. Upon acceptance by the contractor, each order becomes a separate contract for the supplies or services specified.
- (2) All orders shall be issued on DD Form 1155 and are subject to the terms and conditions of the IDIQ which shall control in the event of conflict with any order.

#### (b) ORDERING PERIOD

The Government may place orders for services or supplies during the period from date of award through five years and six months thereafter, if and to the extent all options are exercised. Orders issued during the ordering period of this agreement and not completed within that period shall be completed by the contractor within the time specified in the order.

#### (c) CONTENTS OF ORDERS

Orders shall contain the following information:

- 1) IDIQ number, order number, date, type of order (fixed price type or CPFF type), and priced or unpriced).
- 2) Item number and description, quantity, and unit price or prices (if unpriced, use a stated ceiling amount, and definitization schedule).
- 3) Each order issued hereunder shall cite the applicable circumstance exception, and where applicable, the class justification control number, unless earlier suspended or canceled by notice from the contracting officer. Orders for items not identified in the class justification or an individual justification and the basic ordering agreements are considered unauthorized.

#### (d) TYPES OF ORDERS

This IDIQ contemplates the issuance of fixed price or CPFF orders, which may be either priced or unpriced.

- 1) Priced Orders. Priced orders are preferred and are to be issued whenever possible provided the parties have agreed upon all terms of the order prior to issuance.

2) Unpriced Orders. Unpriced orders are to be issued only when the urgency of performance requires such action.

(e) PROCESSING OF PRICED ORDERS

1) The ordering officer shall communicate a detailed description of the requirement and required delivery schedule to the contractor, either orally or in writing.

2) Within ten (10) calendar days after receipt of the information, the contractor shall prepare and send to the ordering officer a fully substantiated, detailed, priced proposal with the unit prices and delivery schedule.

3) The ordering officer may use the information provided on price and delivery as a basis for any further negotiations with the contractor.

4) Upon final agreement with regard to the price and delivery, a priced order shall be issued.

(f) PROCESSING OF UNPRICED ORDERS

In an emergency where it is imperative that the designated effort commence prior to the execution of a priced order, the following procedure shall apply:

1) The ordering officer may issue an unpriced order containing at a minimum, a detailed description of the requirement, the required delivery schedule, and a definitization schedule which does not exceed 180 days after issuance of the order. In addition, the unpriced order shall contain a Limitation of Liability clause with a ceiling.

2) Within twenty (20) calendar days from the issue date of an unpriced order, or prior to completion of 40% of the ceiling price of the order, whichever is earlier, the contractor shall submit a fully substantiated, detailed price proposal to the ordering officer.

3) The parties shall enter into negotiations for the purposes of agreeing to fair and reasonable prices and satisfactory delivery schedules. Upon reaching agreement, the negotiated price will be incorporated by modification to the order. Failure to agree upon such prices shall be deemed a dispute within the meaning of the "Disputes" clause.

(g) LIMITATION OF GOVERNMENT LIABILITY

Pursuant to FAR 52.216-24 entitled "Limitation of Government Liability", the maximum Government liability shall not exceed the amount specified under each unpriced order as the ceiling or Not to Exceed price for the order.

(h) PROCESSING OF UNPRICED ORDER BY THE ACO

The cognizant ACO may be authorized by the ordering/contracting officer to negotiate price and delivery and enter into a written supplemental agreement with the contractor on unpriced orders issued. Within forty-five (45) calendar days after receipt of such direction by the ordering/contracting officer, the ACO will strive to enter into a written supplemental agreement signed by both the contractor and the ACO. Promptly thereafter, the ACO will distribute the supplemental agreement in accordance with protocol.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(End of clause)

#### MINIMUM AND MAXIMUM CONTRACT QUANTITIES

For purposes of FAR 52.216-22(b), the maximum of the contract is TBD\*, and the minimum is TBD\*\*.

\*CLIN 0001-X001 (Classes, FFP) + CLIN 0002-X002 (Classes, CPFF) + CLIN 0003-X003 (ODCs)

\*\*Price of the Online Virtual Self-Paced Course (Base Year)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and six months.

(End of clause)

#### 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)



In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

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

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

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

(End of clause)

#### 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and

Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

#### 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

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

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

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

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

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

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

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

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

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

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

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

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government 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 the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor 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) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

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

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information

about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- 1. Performance Work Statement, dated 12 July 2022**
2. Quality Assurance Surveillance Plan
3. Non-Disclosure Agreement\*
- 4. Prime Pricing Model\***
5. Subcontractor Pricing Model\*
6. FFP Training Services – Price list
7. Government Furnished Information/Property
8. NILE Memorandum of Understanding V5 (Redacted)
9. Organizational Experience Form\*
10. Past Performance Questionnaire\*
11. Subcontracting Plan Review Checklist – US Large Businesses only\*
- 12. Financial Responsibility\_DORA\* Contractor shall provide a narrative for supporting rationale**
13. Conditional Provisions\_Clauses

\* To be removed at contract award

\*\*252.227-7017 (Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software) will be added at contract award.

Exhibits

Exhibit A – Contract Data Requirements List (CDRLs)



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

## CLAUSES INCORPORATED BY REFERENCE

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-8 Alt I	Annual Representations and Certifications (JAN 2022) Alternate I	SEP 2021
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.215-6	Place of Performance	OCT 1997
52.219-1	Small Business Program Representations	SEP 2021
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification	MAY 2014
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7007	Alternate A, Annual Representations and Certifications	MAY 2021
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2020
252.225-7046	Exports by Approved Community Members in Response to the Solicitation	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	SEP 2021
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.239-7009	Representation of Use of Cloud Computing	SEP 2015

## CLAUSES INCORPORATED BY FULL TEXT

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

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.
- (2) The small business size standard is \$12,000,000.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (     ) Paragraph (d) applies.
- (     ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

(c) Representations.

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

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

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.



(ii) 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.

(2) Examples. (i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(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)

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

(i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

## 252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEPT 2015)

(a) Definition. Cloud computing, as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it--

\_\_\_ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

#### TECHNICAL DATA

Pre-Award Identification and Assertion of Restrictions on Technical Data Pertaining to a Commercial Item and Commercial Computer Software

#### Pre-Award:

- a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.
- b. Identification and Assertion of Restrictions. The Offeror (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) shall identify all commercial technical data and commercial computer software that it proposes will be delivered or otherwise provided (including all Option CLIN's, if exercised) with less than Unlimited Rights as follows:
  1. The Offeror shall identify and assert any restrictions for all commercial computer software, including Open Source Software, and commercial technical data (i.e., technical data pertaining to a commercial item) using the format provided in paragraph e below.
  2. If the Offeror is awarded a contract, the assertions identified in this provision, and this provision, shall be listed in an Attachment to that Contract.
- c. Copies of Commercial Licenses. The Offeror shall provide copies of all commercial license(s) under which the Offeror proposes to deliver commercial technical data or commercial computer software. If the Offeror intends to deliver commercial technical data under the terms of DFARS 252.227-7015, Technical Data-Commercial Items instead of its own commercial license, the Offeror shall include DFARS 252.227-7015 in the Pre-Award table found at paragraph e below.
- d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Offeror proposes to deliver OSS while performing under the Contract, the Contractor shall follow the same rules as prescribed in this provision as for commercial computer software.
- e. Table Format for Identification and Assertion of Restrictions. Commercial technical data/commercial computer software restrictions shall be identified as follows:



Identification of Commercial Technical Data/Computer Software (Including Open Source Software) Use and Modifications

\* For commercial technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process.

Commercial Technical Data/Computer Software Title, Version #, and License*	Technical Use/Implementing Approach**	If OSS, Was OSS modified by Contractor?***	Name of Contractor Delivering Commercial Software****

For computer software or computer software documentation identify the computer software or computer software documentation. The complete title and version number of the computer software should be listed. If Open Source Software (OSS), the OSS license and version number should be listed. If a version number is not available, the Contractor should state no version number. If commercial technical data is being delivered under the terms of DFARS 252.227-7015, then DFARS 252.227-7015 should be listed. If the OSS was downloaded from a website, the website address should also be provided. Enter none if all commercial technical data or commercial computer software will be submitted without restrictions.

\*\* The functionality of the Commercial computer software should be described, as well as where it is being used within the larger computer software deliverable (if applicable).

\*\*\* If OSS is being used, the Offeror should state whether it has modified the OSS.

\*\*\*\* Corporation, individual, or other person as appropriate

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-7 Alt I	System for Award Management-- Alternate I	OCT 2018
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	NOV 2021
52.215-3	Request for Information or Solicitation for Planning Purposes.	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.215-20 Alt II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (NOV 2021) - Alternate II	OCT 1997
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.228-1	Bid Guarantee	SEP 1996
52.233-2	Service Of Protest	SEP 2006
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.252-3	Alterations in Solicitation	APR 1984
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Canadian Commercial Corporation.	JUL 2012
252.215-7008	Only One Offer	JUL 2019
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	JUL 2019
252.215-7012	Requirements for Submission of Proposals via Electronic Media.	JAN 2018
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.234-7001	Notice of Earned Value Management System	APR 2008
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
252.239-7017	Notice of Supply Chain Risk	FEB 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract with Firm Fixed Price (FFP) and Cost Plus Fixed Fee (CPFF) CLINs resulting from this solicitation.

(End of provision)

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

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

<https://www.acquisition.gov/far/52.252-1>

(End of provision)

#### INSTRUCTIONS TO OFFERORS

##### **SUBMISSION OF PROPOSALS**

The proposal shall be prepared as follows and submitted electronically. All correspondence shall be addressed to the Contract Specialist, Jules Ward at [julie.a.ward38.civ@us.navy.mil](mailto:julie.a.ward38.civ@us.navy.mil) and copy the Procurement Contracting Officer (PCO), Kate McCoy at [kathleen.m.mccoy14.civ@us.navy.mil](mailto:kathleen.m.mccoy14.civ@us.navy.mil).

“GATE Criteria” (no more than 15 pages)

**VOLUME I: Technical (no more than 30 total pages for Factor 1 and 2)**

**Factor 1: Technical approach to potential task order (total 20 pages maximum)**

Factor 2: Past Performance (total 10 pages maximum)

Factor 3: Data Rights (no page limit)

Factor 4: Small Business Utilization (US Large Business Only)

VOLUME II: Cost/price (no page limit)

VOLUME III: Contractual (no page limit)

Section A: Proposal cover letter

Section B: Contract forms

Section C: Representation and certifications

Section D: Exceptions to the RFP

Format, organization and content

Format

Each Volume shall be a separate file and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of your response to this RFP. Previously submitted data (or indeed, any data) shall not be included in the Offeror’s proposal “by reference”. Data that exceeds the page limitations may not be considered for evaluation of your response to this RFP.

Electronic proposals shall be prepared so that, if printed, the proposal meets the following format requirements: 8.5 x 11 inch paper; single-spaced typed lines; 1 inch margins; 11-point Times New Roman font text (the font size also applies to font in tables and pictures in .jpg or other picture format contained within the Technical Proposal, as well as to required attachment submittals). The use of native font on all forms is permitted; Microsoft Office (MS) compatible format; all non-cost files must be submitted with a .doc or .pdf file extension. Graphics, pictures, tables and figures are allowed, but count against stated page limits. Any graphics, pictures tables, and figures that are submitted as part of the Technical Volume must comply with the margin, font size, compatibility and searchability requirements cited in this Section L. Descriptive file names shall be used for all files and attachments (e.g., “ABC Technical Proposal”, “ABC Attachment 6, Prime Pricing Model”). The technical Volume shall be provided in a

“searchable” PDF format (i.e. Optical Character Recognition (OCR) turned on). Excel models shall have formula intact.

#### Organization

Proposals shall be organized into the GATE Criteria, Volumes, Sections and described above, and using page limitations cited above, as applicable.

Pages shall be numbered consecutively within each Section, showing Volume, Section and page. As an example, page 19 of Section B of Volume III would be numbered “III-B-19”. Pages in the cost Volume shall be numbered consecutively. There are no Sections in the cost Volume. As an example, page 62 of the cost Volume would be numbered “II-62”. Tables, figures and charts shall also be numbered consecutively in each Section and Volume using the scheme shown above, with the exception that “Table”, “Figure” or “Chart” will precede the number where appropriate.

#### Content

GATE CRITERIA: the following requirements are considered Gate Criteria. Offerors shall provide documentation demonstrating compliance with the Gate Criteria. Offerors that are interested in this Solicitation but are unable to demonstrate compliance with all requirements below are encouraged to participate as subcontractors, subject to the conditions of the NILE ISS Memorandum of Understanding (see Attachment 8 to the Solicitation).

- a) Offeror has an online training platform, which complies with the information assurance and cybersecurity requirements set out in the Link 22 Training PWS, or has a training platform which can comply with these requirements within six months of contract award
- b) Offeror shall demonstrate that all personnel proposed to work on this contract have achieved English language certification IELTS band 8 (or equivalent) at a minimum, unless the Offeror’s first language is English, in which case no language skills certification is required.
- c) Offeror shall demonstrate compliance with all of the following:
  - i. CAGE code (NATO CAGE code for non-U.S. companies)
  - ii. Currently System for Award Management (SAM) account (<https://www.sam.gov/portal/SAM#1>)
  - iii. Offeror’s accounting system is adequate for determining costs applicable to the proposed cost-reimbursement CLINs

#### **VOLUME I: Technical**

The technical proposal shall demonstrate the Offeror’s understanding of the requirements. The proposal shall provide an explanation of the techniques and processes to be used. The Offeror’s discussion in each Section must include sufficient detail to allow the Government to adequately evaluate the Offeror’s ability to accomplish the proposal requirements. Wherever relevant, Offerors are encouraged to use cross-references to the essential processes described in any other applicable Sections of the proposal, rather than repeating that information in several Sections of this Volume (although Offerors may not reference data that is not in a Volume). Offerors shall address the following technical evaluation factors:

#### **FACTOR 1: TECHNICAL APPROACH TO POTENTIAL TASK ORDER (total 20 pages maximum)**

Offerors shall propose a technical solution to designing Link 22 classroom-based and online self-paced training courses. The solution shall include a technical approach that:

- Delivers the technical outputs required by PWS section 4 (a through f), section 4.1.1, and section 4.1.2;
- Ensures an operational focus for the training materials and delivery;
- Meets or exceeds the requirements of PWS section 4.3 (examination and practical work); and,
- Demonstrates the Offeror’s Link 22 expertise and experience, and how that experience will be utilized in designing and delivering training materials and training delivery services. Offerors shall provide resumes for all personnel proposed to work on this contract, demonstrating their Link 22 and training delivery experience and expertise.

#### **FACTOR 2: PAST PERFORMANCE (total 10 pages maximum)**

Offerors shall provide past performance information on a maximum of three (3) previous Government contracts/orders. The Government desires at least two (2) past performance submissions as a prime contractor on this effort. If the Offeror proposes use of a major subcontractor, at least one (1) past performance submission for any major subcontractor, defined as performing 25% or more of the total proposed contract amount shall be submitted. Organizational Experience Forms completed by subcontractors that do not meet the definition will not be evaluated. Offerors shall provide past performance information as follows:

- a. Complete and submit the Relevant Experience Form (Attachment 10) for each past performance submission. The Offeror shall address only one contract/order per experience form. The Offeror shall list and provide contact information for the Procurement Contracting Officer (PCO) and the Contracting Officer's Representative (COR) (or PCO and COR equivalents) for each relevant contract/order. The Offeror shall ensure that the above-requested Government points of contact are current, accurate and complete. The Offeror shall describe how each submission meet the below definition of relevancy.
- b. Past Performance submissions may reference Government contracts, or may reference a contract with any NILE Nation or non-NILE Nation. If proposing a non-NILE nation, the offeror shall include a description of how the work is relevant to the Government and NILE. The experience should be relevant, i.e. the forms shall identify contracts, task or delivery orders that included efforts that were similar to those covered by this RFP in terms of nature and complexity of effort, scope, dollar value, and that involved a similar contract, task or delivery order type. The Offeror shall provide excerpts from the Statement of Work (SOW)/Performance Work Statement (PWS) or equivalent for each previous experience that is relevant to the Link 22 Training PWS. The prior experience shall detail the Offeror's experience as a prime contractor performing online and classroom-based training design, material production, and delivery services.
- c. Each experience submitted should also be recent, i.e. each experience must have been performed, but not necessarily completed, within the past three years from the date the RFP is posted. For submissions that document completed experience, at least some portion of the experience must have been within the past three years from the date the RFP is posted.
- d. In addition to recency and relevancy, the quality of the Offeror's experiences will be evaluated. If available, Offerors may submit Contractor Performance Assessment Reporting System (CPARS) data or equivalent for each experience identified and performed under U.S. contracts, but this is not required and will not count against the page limit. CPARS or equivalent data (non-US vendors that do not have CPARS may submit analogous data from the procurement systems for their respective countries, provided the data is in English and can be rationally compared to CPARS data). CPARS data pertaining to quality of previous Offeror. Work under contracts of similar size and scope as this RFP will be considered favorably, however, the Government will not draw negative conclusions from a lack of CPARS or equivalent data. The Government reserves the right to access relevant CPARS or documentation from outside sources to validate information provided by the Offeror.

### **FACTOR 3: DATA RIGHTS (no page limit)**

For all Technical Data and Computer Software (TD/CS) deliverables under this contract, it is the Government's objective that all noncommercial TD/CS and Computer Software Documentation (CSD) (including source code) be delivered with Unlimited Rights, or if such noncommercial TD/CS/CSD contains elements generated exclusively at the Offeror's own expense, with rights no more restrictive than Government Purpose Rights (GPR) (Unlimited Rights and GPR are defined at DFARS 252.227-7013 and 252.227-7014). Technical Data and software are defined at DFAR 252.227-7013 and DFARS 252.227-7014. The data rights are needed to allow the Government to meet its obligations to the other NILE Member Nations under the MOU.

If the Offeror proposes to utilize or deliver commercial TD/CS/CSD, with less than GPR, it is the Government's desire to obtain a license to the commercial TD/CS/CSD that would grant the Government the equivalent of GPR in the commercial TD/CS/CSD. The Government's objective applies to all commercial and noncommercial TD/CS/CSD deliverables such as engineering diagrams, analysis, reports, and designs that pertain to the systems to be delivered under this contract. Offers that offer GPR or greater will be evaluated more favorably than Offer with data rights/intellectual property rights assertions that are more restrictive. Offers with an Unlimited Rights data rights posture will be evaluated more favorably the Offers with a GPR data rights posture.

If the Offeror proposes to deliver commercial TD/CS/CSD as part of its deliverables, the Government end user needs are defined as the equivalent of Government Purpose Rights as defined above. It is preferable that any commercial license have a perpetual term, and be transferable. If the Offeror is not willing to offer such a license, it must include such pricing for purchase of such GPR (noncommercial)/GPR equivalent (commercial) in Volume II. If a commercial computer software (including open source software) is proposed for delivery as part of the Offeror’s solution, the Offeror shall include as part of the proposal any and all Commercial or Open Source License Agreements applicable to CDRLs or other deliverables under this contract, including those applicable to the Offeror’s subcontractors. The Government reserves the right to negotiate terms of use and conditions of the commercial licenses that are inconsistent with federal procurement law or that do not meet the Government’s needs and the Section I Clause “Technical Data – Commercial Items” (DFARS 252.227- 7015). The resulting license agreements will be an Attachment to the executed contract. If the Offeror intends to use computer software development tools to develop its computer software deliverables, but not deliver the development tools, it must do so in a manner that does not impose licensing burdens on the Government with respect to the computer software deliverables

Notwithstanding the above, an Offeror will not, however, be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the technical data and/or software to be delivered under this contract for which it is entitled to assert those restrictions pursuant to law and regulation. The Government’s goal of acquiring GPR is not a condition of award; rather it is factor in the source selection decision.

The Offeror shall complete and submit the table as contained in the Section K provision(s) entitled "Identification, and Assertion of Use, Release, or Disclosure Restrictions" (DFARS 252.227-7017) and, if applicable “Technical Data Previously Delivered to the Government” (DFARS 252.227-7028), to identify noncommercial TD, CS and/or CSD to be furnished, the asserted rights category, and the basis for the assertion. For commercial TD/CS/CSD, the Offeror shall use Pre-Award and Post-Award Identification and Assertion of Restrictions on Technical Data Pertaining to a Commercial Item and Commercial Computer Software, to identify the commercial TD, CS or CSD to be delivered, along with the proposed license rights and accompanying license, if any. The Offeror shall ensure that the TD, CS and/or CSD are identified by specific reference to the requirement to deliver or provide that TD, CS, and/or CSD in the contract, for example, by referencing the associated CLINs, CDRLs, or paragraphs in the SOW.

The Offeror will ensure consistency between the technical data rights assertions and information provided in the Data Rights proposal, including the "Identification, and Assertion of Use, Release, or Disclosure Restrictions" and “Technical Data Previously Delivered to the Government” tables, if applicable.

**FACTOR 4: SMALL BUSINESS UTILIZATION (US Large Business Offerors only)**

Offerors shall describe their proposed approach to meeting small business subcontracting goals and utilizing its subcontractors as follows:

Large Business Vendors shall discuss their proposed approach to ensuring that at least 32.25% of the total subcontracted amount of their proposal represents awards to Small Business concerns consistent with the following desired NAVWAR Subcontracting Goals:

Small Business Categories	NAVWAR Subcontracting Goals (Based on % of total subcontracted amount)
<b>Total Small Business (includes the below categories)</b>	32.25%
Small Disadvantaged Business (SDB)	5%
Woman-Owned Small Business (WOSB)	5%
HUBZone	3%

Service Disabled Veteran Owned Small Business (SDVOSB)	3%
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Small Businesses include Small Disadvantaged Businesses, Women-Owned Small Businesses, Veteran-Owned Small Businesses, Service-Disabled Veteran-Owned Small Businesses, HUBZone Small Businesses and Historically Black Colleges or Universities and Minority Institutions in accordance with the definition set forth in 13 CFR 121.105.

Large Business Offerors shall describe the principal types of services to be subcontracted and how this approach provides meaningful work to each proposed Small Business subcontractor. For each small business subcontractor proposed, provide their cage code and North American Industry Classification Standard (NAICS) code verification of their size status.

For each small business subcontractor or vendor proposed, Offerors must ensure that the subcontractor/vendor names and values listed in the Small Business Subcontracting Plan match the subcontractor/vendor names and values listed in Volume II of the proposal. The inclusion of each subcontractor/vendor in the cost proposal shall serve as evidence that the prime contractor and subcontractor/vendor have entered into a business agreement; no further evidence of a business agreement is required. Only the portion of small business participation that is both listed in the matrix and substantiated by the cost proposal will be considered in the evaluation.

Note:

Large business concerns are required to submit a separate Small Business Subcontracting Plan under other provisions of this solicitation; namely, FAR 52.219-9 Alternate II.

Large Business Offerors shall describe the extent to which their company has previously met small business subcontracting goals on other contracts/orders and the extent to which the Offeror paid its small business subcontractors in a timely manner. Where available, the two (2) most recently filed Individual Subcontractor Reports (ISRs), for each Prime contract listed in Factor 2 Past Performance shall be submitted. If ISRs are unavailable, Offerors may submit other documentation to establish their record of Small Business goal achievement. ISRs for proposed subcontractor experiences listed in Factor 2 are not required. If, historically, the Vendor has not met/exceeded small business goals, the Vendor shall provide a detailed explanation addressing what actions were taken on previous efforts and what efforts will be taken to meet the subcontracting goals for this effort.

**Volume II: Price**

General Instructions - Information relating to the Cost Proposal shall not be included in Volume I, Technical Proposal, and technical information shall not be included in Volume and will not be considered by the TET if included. Cost information provided must be consistent with the Offeror’s disclosed accounting practices. This Volume shall be a complete and detailed cost breakdown and shall include all elements of cost and such other data as considered appropriate to support your proposal. See FAR Part 15 Table 15-2. The Offeror shall submit the cost proposal using Solicitation Attachment 4 – “Prime Pricing Model” inclusive of all formulas. The file shall be submitted in Microsoft Excel (compatible with 2007) with formulas and computations intact. Subcontractors shall submit cost proposals using Solicitation Attachment 5 – “Subcontractor Pricing Model” inclusive of all formulas. The file shall be submitted in Microsoft Excel (compatible with Excel 2007) with formulas and computations intact. All costs shall be in US dollars (\$US).

This is a competitive acquisition for NILE Training Services. The supporting cost documentation requested is not considered certified cost or pricing data and shall not be certified in accordance with FAR 15.403-1(b)(3). However, if after receipt of proposals the Procurement Contracting Officer (PCO) determines adequate competition does not exist, the PCO reserves the right to conduct negotiations. By submitting a proposal, the Offeror grants the PCO, or an authorized representative, the right to examine records and substantiation that form the basis for the proposal. The substantiation/records shall be ready to send to the PCO within 5 business days of the request. In accordance with FAR 15.403-1(c)(3)(ii), the substantiation may include: Other relevant information regarding the basis for price or cost. Information on labor cost, material costs and overhead rates may be requested, including but not limited to thorough Basis of Estimate for labor hours; substantiation for labor rates such as payroll data, Forward Rate Pricing

Agreement (FPRA)/Forward Pricing Rate Recommendation (FPRR) or other documentation; Bill of Material (BOM) with quotes, purchase orders, or market research; other ODCs, indirect rates explanation; and the rationale for proposed profit. This examination and review may take place at any time prior to award. The Offeror shall break out its price proposal for the basic IDIQ contract by CLIN in the format at Table 1 below. The price in Table 1 shall match the contractor's price in the contract Volume.

CLIN	Description	CLIN Type	UNIT PRICE	Evaluated Quantity	TOTAL PRICE
0001	Training	FFP	TBD	1 Lot	TBD
0002	Update Training Materials	CPFF	TBD	1 Lot	TBD
0003	ODCs	Cost	TBD	1 Lot	\$61,055
0004	CDRLs	NSP			
0005	Technical Data Rights	FFP	TBD	1 Lot	TBD
1001	Training	FFP	TBD	1 Lot	TBD
1002	Update Training Materials	CPFF	TBD	1 Lot	TBD
1003	ODCs	Cost	TBD	1 Lot	\$61,055
1004	CDRLs	NSP			
2001	Training	FFP	TBD	1 Lot	TBD
2002	Update Training Materials	CPFF	TBD	1 Lot	TBD
2003	ODCs	Cost	TBD	1 Lot	\$61,055
2004	CDRLs	NSP			
3001	Training	FFP	TBD	1 Lot	TBD
3002	Update Training Materials	CPFF	TBD	1 Lot	TBD
3003	ODCs	Cost	TBD	1 Lot	\$61,055
3004	CDRLs	NSP			
4001	Training	FFP	TBD	1 Lot	TBD
4002	Update Training Materials	CPFF	TBD	1 Lot	TBD
4003	ODCs	Cost	TBD	1 Lot	\$61,055
4004	CDRLs	NSP			

Table 1

The Offeror shall break out its price proposal for the basic IDIQ contract by CLIN.

- 1) **CLIN X001, Training; CLIN 0005, Technical Data Rights (FFP)** - The Offeror shall propose FFP pricing for specific types of training services, to include In-classroom Training, Online Self-Paced Training, Online Instructor-Led Training, T3 Training and In-country Designated Training. The description for each of these types of training can be found in the PWS. If pricing Technical Data Rights, the offer shall propose FFP pricing. Future task orders will detail the type and number of trainings required. The Offeror shall populate the FFP Pricing Table in Section B for each type of training by year. The Offeror shall provide a narrative for the description of its pricing approach for the quantities proposed, including estimating techniques used, learning curve assumptions, quantity discounts, and formulas applied to derive the prices. Although application of learning curves may cause variations in unit prices, the Offeror should explain such variations that occur between years. If the Offeror sees opportunities for economic pricing in their proposal, the Offeror shall note economic pricing, as applicable. Offerors are cautioned that failure to fill out this Table, or Offers that state that



pricing will be negotiated at award for the base and all option years may result in an immediate determination of non-compliance and will not be evaluated or considered for award.

- 2) **CLINs X002, Update Training Materials (CPFF)** - The Contractor shall update training materials in alignment with the release of new NILE Block Cycle Releases and any other significant capability updates (e.g. as a result of intermediate deliveries). For the purposes of this contract, the Contractor should plan to implement updates to the training materials to 1 per year. Offerors shall propose labor categories and hours in support of this CLIN. The required geographic work location for personnel performing under this task order should be identified in the proposal and explained how rates are derived based on location. Costs shall be totaled or ‘rolled up’ to the CLIN level. Actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform 1 material update per year.
  
- 3) **CLIN X003, Other Direct Costs (COST)** - The Government’s best estimate of Other Direct Costs (ODCs) is set forth below. This estimate is for proposal purposes only and the Government cannot guarantee the total estimated amount will be utilized during contract performance. Failure of ODC amounts to materialize during actual contract performance, or conversely if exceeded, shall not constitute a constructive change or breach of the contract. Offerors shall include ODCs EXACTLY as specified below. It is anticipated that ODC costs will consist mainly of travel and hardware/software costs. Separate lines in the proposal shall identify all indirect rates applied to ODCs. Total ODCs in the proposal represent the sum of the exact ODC values stated in Table 2 below to include all indirect costs. Offerors shall not propose fee on ODCs.

BASE YEAR	\$ 61,055
OPTION YEAR 1	\$ 61,055
OPTION YEAR 2	\$ 61,055
OPTION YEAR 3	\$ 61,055
OPTION YEAR 4	\$ 61,055
6 Month Extension	\$ 30,527
<b>Total</b>	<b>\$ 335,800</b>

Table 2

- 4) **CLIN X004, CDRL** – This CLIN is Not Separately Priced (NSP). Hence, the CLIN X004 is not listed in Table 1 above and the Offeror cost proposal shall not list costs for this CLIN. Any costs associated with producing the CDRL items shall be included in the other supporting CLINS, as discussed above for the base and option periods of performance.

\*\* For the entire Solicitation Non-US contractors may rely on their own country’s Government pricing agency if one exists. Please provide a narrative explaining the authority of the pricing agency for the country.

***CLIN X002 Cost Plus Fixed Fee (CPFF) Substantiation***

**Labor costs** shall be detailed by labor categories, hours by category, direct and indirect rates, costs and factors. The base to which each indirect rate/factor is applied shall be identified.

- a. **Direct Labor Rates:** Offerors must identify the labor category and either a named current employee, a named intended employee (i.e., contingent hire), or state TBD. The straight-time hourly direct labor rates shall use a forty-hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors; e.g., vacation, sick leave, holidays, overhead, General & Administrative, and fee. Offerors shall ensure that they utilize the annual salary divided by 2,080 hours to equal the unloaded direct hour labor rate. Offerors (Prime and all Subcontractors) shall identify on Attachment 4/5 (Pricing Models) the Current Actual Labor Rates. Offerors shall specify whether or not uncompensated overtime is

included in their proposal for the Prime and all Subcontractors. In order to verify the realism of the Offeror's proposed direct labor rates all Offerors (including proposed subcontractors) shall submit, as part of their Cost Proposal, a cost narrative with documentation substantiating the accuracy of their proposed direct labor rates. Offerors shall ensure consistency between proposed direct labor rates and supporting documentation. Acceptable documentation may include the following:

- (1) Current fiscal year direct labor rate information as a Forward Pricing Rate Agreement (FPRA) on file with DCMA.
- (2) Payroll data (if proposing current, named employees) with actual pay stubs (with non-pay PII redacted).
- (3) Copies of signed Letters of Intent/Contingent Hire Letters that indicate agreed upon annual salary and proposed start date (if proposing named, new hires).
- (4) Copies of current or prior fiscal year DCMA FPRA or Forward Pricing Rate Recommendation (FPRR).
- (5) Labor Category Averages. If labor category averages are used as consistent with the Offeror's accounting practice and approved by DCAA, Offerors shall provide a detailed narrative and include the calculation used to establish the category average. For example, provide a list of the current salaries for all employees working in that labor category, divided by the number of current employees in that labor category. In accordance with Section M, the Government reserves the right to use other methodologies for comparison if determined more realistic.
- (6) For proposed rates that do not fall within one of the above criteria, Offerors shall provide a detailed, comprehensive description of the methodology used to establish the proposed direct rate. The description shall include both the source where the rate was obtained and a description of how the resulting rate was calculated. Merely stating a "salary survey" or "market survey" was used is not sufficient. Offerors shall include a detailed description, which includes the recognized national/regional compensation surveys and studies of professional public and private organizations used in establishing its proposed direct labor rates.

- a. **Direct Labor Escalation:** Offerors shall provide copies of current or prior fiscal year FPRA, FPRR, or DCAA/DCMA field pricing assistance reports, if available. If FPRAs, FPRRs, or DCAA/DCMA field pricing assistance reports are unavailable, Offerors shall provide rationale for proposing any rate below 2%. Rationale shall include detailed forecast information, historical information, and any other relevant information. Simply stating that the proposed escalation is what has "always been used" or other similar type of statement to that effect is not sufficient. Offerors proposing lower direct labor escalation rates in the option years risk a cost realism adjustment if the rationale is insufficient and the lower rates are determined to represent a cost risk. Subcontractors may propose the same escalation rate as the prime but must state this in their proposal.
- b. **Indirect Rates:** If current supported indirect data (e.g., FPRA, FPRR or DCAA audit of the Offeror's indirect rates) are not available or do not exist, historical indirect data, to include actual incurred rates, annual incurred cost claims (if submitted), and provisional rates for the three years prior to the Offeror's current fiscal year, shall be submitted with the proposal in the Offeror's cost narrative and by completing Attachment 4, Supporting Cost Data tab. If a proposed indirect rate (for the base or option periods) is more than 10% below the three-year historical actual incurred average, Offerors shall provide a supporting narrative describing the basis for the discrepancy between the historical information and proposed rate. For example, where the three-year historical actual incurred average is 80%, a proposed rate below 70% would require a supporting narrative. Information provided shall be consistent with the Offeror's disclosed accounting practices and shall identify how the rates were derived. Offerors shall identify the basis for the various cost elements for which each rate is applied.

Fringe: If applicable and in accordance with the Offeror's normal accounting procedures, Offerors shall identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

Overhead (OH): In accordance with the Offeror's normal accounting procedures, Offerors shall identify the current and projected overhead rate(s) and total overhead cost being proposed under this Solicitation and identify the cost elements for which overhead is being applied. If applicable, identify overhead rates separately for Government-site and Contractor-site.

**General & Administrative (G&A):** Offerors shall identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A rate is being applied.

**Material & Subcontractor (M&S):** Offerors shall identify the M&S rate and the total M&S cost proposed and identify the various cost elements for which the M&S rate is being applied.

### **Subcontractors**

In its cost narrative Prime Offerors shall provide a list of all proposed subcontractors by name and specify the type of subcontract being proposed (e.g., CPFF, FFP or T&M). Subcontractors having an accounting system adequate for a cost reimbursement type contract should be proposed as CPFF. Subcontractors that do not have an adequate accounting system should be proposed as FFP type. For each FFP subcontract proposed, prime Offerors shall explain in writing why no other contract type is appropriate. The Offeror (Prime) shall also provide: (1) Analysis performed on the subcontractor's cost proposal to determine a fair and reasonable price (see clause FAR 52.244-2, Subcontracts).

The Offeror (prime) shall:

1. Provide a list of all proposed subcontractors by name, Data Universal Number System (DUNS) number, and Commercial and Government Entity (CAGE) code and specify the type of subcontract. Subcontractors that do not have an adequate accounting system should be proposed as FFP or T&M.
2. Explain for each non-fixed price subcontract proposed, why no other contract type is appropriate.
3. Provide analysis performed on the subcontractor's cost/price proposal to determine a fair and reasonable price (see FAR Clause 52.244-2, Subcontractors).

***Subcontractors may separately provide detailed cost/price information to the PCO. For cost/price information provided separately, subcontractors shall identify the prime contractor name; the Solicitation number; the subcontractor name, address, and point of contact; and the appropriate restrictive legend.***

**Cost of Money (COM) and Fee;** if COM is proposed, the Offeror shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money" and Form CASB-CMF "Facilities Capital, Cost of Money Factors Computation." Documentation supporting the computations shall be submitted with the forms. Similarly, all components of proposed fee shall be itemized and the base to which each component is applied shall be identified. Contractor fee on subcontractor fee is not allowed.

**Fee:** Identify the fee rate, the total amount proposed for all years, the total amount per year, and the various cost elements on which the fee is being applied. Do not propose fee on FCCOM, Other Direct Costs (ODCs), or on any indirect costs that are applied to ODCs.

**CDRLs:** Data is not separately priced, however, the costs associated with producing the Contract Data Requirements List (CDRL) items shall be included in the supporting CLINS.

Offerors shall submit their cost proposal by CLIN using Solicitation Attachment 4 – "Prime Pricing Model" and (if applicable) Solicitation Attachment 5 – "Subcontractor Pricing Model".

**Uncompensated Overtime and Professional Employees:** Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in provision at FAR 52.237-10, "Identification of Uncompensated Overtime." If an Offeror decides to include uncompensated effort in their proposal, the following requirements shall be met and reflected in the proposal:

The Offeror must have an established cost accounting system that is adequate for determining costs applicable to the contract, and that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. The contracting officer is required to make an affirmative determination regarding the adequacy of the Offeror's accounting system prior to the award. If the contracting officer is unable to make such a determination, the Offeror will be ineligible for contract award.

Uncompensated hours, for all employees, and regardless of contract type, shall be included in the Offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418, "Allocation of Direct and Indirect Costs."

The proposal shall clearly identify hours of uncompensated effort proposed by labor category.

The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the Offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.

The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness. The proposal shall include a copy on the corporate policy addressing the uncompensated effort.

The proposal shall include a separate, complete cost breakdown to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees' actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080-hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080-hour standard year. It is this cost breakdown that will be used to perform the cost realism portion of the proposal evaluation.

The requirements stated in paragraph (1) through (7) above shall be met for each subcontract which has uncompensated effort included in the proposal.

**Accounting System:** Information regarding accounting system adequacy (applies to all Offerors and subcontractors proposed as CPFF). Offerors are advised that they must have an adequate accounting system in order to be awarded a cost reimbursement contract. Cover letters shall include the report number and date of the cognizant DCAA / DCMA determination stating that the Offeror's accounting system is adequate for accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report, if available). If unavailable, other information pertinent to accounting system adequacy may be submitted.

For the entire Solicitation Non-US contractors may rely on the Accounting System for their own country's Government pricing agency if one exists. Please provide a narrative explaining the authority of the pricing agency for the country. If different terms for Cost terms are used, please correlate the country cost terms to the corresponding US pricing system terms.

**Purchasing and Estimating System:** The Offeror shall provide status of its purchasing and estimating system. The Offeror shall provide a copy of the report from the cognizant DCMA or DCAA office, if available.

**DCMA and DCAA Points of Contact:** US Offerors shall provide its assigned DCMA and DCAA Branch Offices with the names, telephone numbers, and e-mail addresses of the cognizant DCMA and DCAA points of contact who are familiar with the company.

Non-U.S.Offerors shall provide contact information a cognizant agency point of contact who can explain the Offeror's national purchasing and estimating systems that align with DCMA and DCAA systems. The point of contract should be fluent in English.

The above list of substantiating information is necessary for the Government to assess the completeness, reasonableness, and realism of the proposed cost/price, but it is not a complete list of the data that may be required. Therefore, the Offeror is encouraged to provide additional substantiating information, as necessary, to demonstrate the reasonableness and realism of its proposed cost/price. Nevertheless, as with any substantiating data, merely providing the data without sufficient analysis and explanation of the relevance and reliability of that data, will not demonstrate reasonableness or realism. The proposal must clearly explain the reliability of all of the

substantiating cost information provided and its relevance to the Offeror's cost/price analysis. Providing substantiating information, without demonstrating its relevance, may indicate that the Offeror lacks an understanding of the costs/prices involved in performing the RFP's requirements, which would indicate total evaluated cost/price confidence and/or performance risks.

### **VOLUME III: Contractual**

The contract Volume shall be organized as:

The required content of each contract Volume Section is described below. The completion and submission to the Government of the items in Volume I will constitute the Offer. The Government's acceptance of the Offer will create a binding contract between the Government and the Offeror. The Offeror's failure or refusal to assent to any of the terms and conditions of this RFP or its imposition of additional conditions or any material omission in its Offer may constitute a deficiency which may make the Offer unacceptable to the Government.

a) Section A: Cover Letter

The Offeror's proposal shall include a cover letter on the Offeror's letterhead stationery and signed by an executive of the company who possesses authority to contractually bind the Offeror. Cover letter shall acknowledge receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that it transmits an offer in response to the RFP. It shall state:

- i) Commercial and Government Entity (CAGE) number, DUNs Number, address(es) of the location(s) at which the Offeror intends to perform the proposed effort,
- ii) State the name, address and telephone number of the cognizant DCAA/DCMA audit offices
- iii) A statement that the proposal is valid for 270 days after the RFP closing date.
- iv) Identification of all enclosures being transmitted as part of the proposal;
- v) The above listed information (items i-iv) shall also be provided for all proposed subcontractors.

b) Section B: Signed SF33 with completed Sections B through K

The Offeror's proposal shall provide a completed RFP to include completed and signed SF33 acknowledging all amendments and completed Sections B through K. The Offeror's proposal shall include any exceptions to the provisions of the Solicitation. The Offeror shall clearly state the exceptions and provide references to the applicable RFP page, paragraph or exhibit line item number. The Offeror shall provide a full explanation for all exceptions taken to the Solicitation. Any material exceptions to the RFP may render the proposal unacceptable and ineligible for award on initial proposals. If the Offeror takes no exceptions to the provisions of the Solicitation, the Offeror shall state "No exceptions."

c) Section C: Response to Provisions 252.227-7017 , Identification and Assertion of Use, Release, or Disclosure Restrictions 252.227-7028, Technical Data or Computer Software Previously Delivered to the Government and Pre-Award and Post-Award Identification and Assertion of Restrictions on Technical Data Pertaining to a Commercial Item and Commercial Computer Software

The Offeror shall submit intellectual property rights information pertaining to technical data or computer software to be delivered under a contract resulting from this Solicitation in accordance with DFARS 252.227-7017. Offeror shall acknowledge that the completed Section K representation concerning both noncommercial and commercial technical data and computer software will be incorporated into Section J of the Contract at award and will become a binding part of the Contract.

d) Section D: Systems and compliances

The Offeror shall provide documentation demonstrating that the Government has determined that the Offeror currently has an adequate Accounting System, Estimating System, Purchasing System and Disclosure Statement. Cover letters shall include the report number and date of the cognizant DCAA office's determination stating that the prime contractor's and subcontractor's accounting systems are adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report). In the event that a subcontractor does not have an adequate accounting system, the

prime contractor shall administer FAR compliant contracts (T&M or FFP) with their subcontractor and are responsible for determining the responsibility of their prospective subcontractors per FAR 9.104.

e) Section E: Organizational Conflict of Interest (OCI) Mitigation Plan(s)

The Offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. It is the Government's intent to avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible. The Offeror shall use FAR Subpart 9.5 in determining whether an OCI exists, and the Offeror shall submit draft versions of any required OCI Mitigation Plans with its proposal, consistent with the guidance contained in FAR Subpart 9.5.

f) Section F: Small Business Subcontracting Plan

Offerors, unless otherwise exempt, due to being small business concern or a company performing the entire contract resulting from the Solicitation outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico, shall, in accordance with FAR 19.7 and FAR 52.219-9, shall submit a Small Business Subcontracting Plan, as part of Volume I. Failure to submit and negotiate a subcontracting plan acceptable to the Contracting Officer shall make the Offer ineligible for award of a contract. The Offeror shall utilize the Subcontracting Plan Review Checklist, Attachment 11. If the Offeror is a participant in the Department of Defense (DoD) Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall provide a copy of the approved comprehensive plan and describe how small business participation on this contract will contribute to its overall Comprehensive Subcontracting Plan goals. The description must provide the extent of small business participation for this procurement with percentage and dollar amounts for specific small business categories. Plans shall be in compliance with the Subcontracting Goals stated in Section L, Factor 4 of the Solicitation.

g) Section G: Financial Responsibility

To aid in the determination of contractor responsibility, the following information is required:

- i. Complete the Financial Responsibility DORA Form (Highlighted Sections Only), Attachment 12
- ii. Information regarding the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statements. If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA) within the past five years, provide the address, current telephone number, and current point of contact for the cognizant DCAA and the cognizant Defense Contract Management Area Office (DCMAO). Also include the latest approval date of your Disclosure Statement (not applicable to Small Businesses) and most recent audit status, i.e., when was the last one performed, what were the findings, etc.
- iii. A listing of previous and/or ongoing experience in related areas. Include the contracting activity, program or item produced, contract number, current point of contact, current telephone number, duration of contract, type of contract and total dollar amount of contract. Please ensure information provided is current and up-to-date. If the Offeror believes that the information provided under "Past Performance Information – FACTOR 2" adequately addresses the requirements of this provision, please so state here. Repetition of the same information is not necessary.
- iv. A summary of your:
  - 1) Accounting procedures and controls.
  - 2) Organization.
  - 3) Production control procedures.
  - 4) property control system
  - 5) quality assurance programs
  - 6) Equipment and facilities relative to this effort.
- v. If the Offeror proposes use of subcontractors, provide the following information:  
The proposed work (and corresponding amount of hours) to be accomplished by the subcontractor (by PWS section).

h) Section H: Foreign Owned, Controlled or Influenced (FOCI) Subcontractors

The proposed Offeror shall identify any and all potential foreign-owned subcontractors they intend to team with for the procurement in the following format:

Name of Subcontractor:
Country of Origin:
Date of executed Technical Assistance Agreement (TAA):

i) Section I: Non-US Vendor Compliances

References to DCMA, purchase estimating systems, Cost Accounting System (CAS) are specific terminology for US vendors. Non-US vendors are requested to rely on their own government pricing agencies and standards and are required to submit a detailed explanation of those standards, and how those costs standards are analogous to CAS standards. The explanation shall have sufficient detail to allow the Cost Team to conduct cost realism as described in Volume II.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-4 Evaluation Of Options Exercised At The Time Of Contract JUN 1988  
Award

## CLAUSES INCORPORATED BY FULL TEXT

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

(End of provision)

EVALUATION CRITERIA**M-1 EVALUATION CRITERIA AND BASIS FOR AWARD (BEST VALUE) (SECTION M EXCERPTS)**

It is the intention of the Navy to award one contract as a result of this Solicitation to the responsive Offeror whose Offer conforms to the Solicitation, and to the responsive Offeror who is determined to provide the "Best Value" to the Government. Such Offers may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating. Tradeoffs may be made.

In accordance with FAR provision 52.215-1(f), the Government intends to evaluate proposals and award a contract based upon initial proposals and without conducting discussions with Offerors (excluding the clarifications as described in FAR clause 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer determines discussions are necessary. This right to conduct discussions includes the right to conduct discussions on Gate Criteria before evaluation of technical and cost factors, if such discussions on Gate Criteria would enhance the proposals potential for award. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals as permitted under FAR Part 15.

If an Offeror takes exception to, or fails or refuses to consent to any of the terms and conditions of the RFP, or imposes additional conditions, such failure, refusal or imposition may constitute a deficiency, which may render the Offer unacceptable. Similarly a material omission may constitute a deficiency, which may render the Offer unacceptable. In such cases, the Government may elect to enter into discussions or deem the proposal unacceptable.

Gate Criteria: Initially, the Government will determine whether the Offer meets the Section L Gate Criteria. If so, the Offeror is acceptable to the Government. The acceptability determination will be made prior to evaluation of the Technical and Cost factors. Proposals determined as not meeting the Gate Criteria will be deemed unacceptable and will not be further evaluated and may be eliminated from award consideration.

An Offer will be determined to be acceptable when the proposal is evaluated to have demonstrated each Gate Criteria requirement without exception or imposition of additional conditions to the Gate Criteria terms and conditions. An Offeror's failure or refusal to meet the Gate Criteria requirements may constitute a deficiency which may render the Offer unacceptable. If an Offer is determined unacceptable, the proposal may not be further evaluated. The Government reserves the right to enter discussions at any time during the evaluation, however, if at



any point in the evaluation the “Gate Criteria” requirement is determined to be unacceptable, Offerors will be notified timely, and the proposal will be removed from further consideration. Any proposal determined to have an existing organizational conflict of interest (OCI) pertaining to the prime or any of the proposed subcontractors may be eliminated from further consideration for award at any point during the evaluation. The Government reserves the right to change the terms and conditions of this RFP by amendment at any time prior to the source selection decision.

The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

Proposals will be rated on the evaluation factors listed below. It should be noted that cost is not a numerically weighted factor. Although technical factors are significantly more important than cost, cost is an important factor and should be considered when preparing responsive proposals. The importance of cost as an evaluation factor will increase with the degree of equality of the proposal technical factors in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost is so significantly high as to diminish the value of the technical superiority to the Government, cost may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency of evaluation of the established evaluation factors.

Offerors will be evaluated on the following factors:

#### **VOLUME I: TECHNICAL**

Factor 1: Technical approach to potential task order

Factor 2: Past performance

Factor 3: Data Rights

Factor 4: Small Business Utilization (US Large Business Only)

#### **VOLUME II: COST**

Factors 1 to 4 are listed in descending order of importance. In accordance with FAR 15.101-1 (b)(2), when combined, the non-cost (technical) factors are significantly more important than cost.

Any proposal rated as “unacceptable” under any one of the above factors may be eliminated from further award consideration.

Technical evaluation: the Government will evaluate each Offeror’s proposal as follows:

#### **FACTOR 1: TECHNICAL APPROACH TO POTENTIAL TASK ORDER**

The Government will assign a single adjectival rating to Factor 1 in accordance with the following criteria.

The Government will evaluate the extent to which the Offeror’s proposal Technical Approach is likely to meet or exceed PWS (Attachment 1) requirements. The Government will evaluate the extent to which the Offeror’s proposed Technical Approach is likely to provide the operational focus required in paragraph 4a of the PWS. The Government will also evaluate the Link 22 expertise that the Offeror has, and how Link 22 subject matter experts will be involved in training course design, training material design, and training delivery.

The platform shall be able to accommodate a minimum of 20 simultaneous connections without a decrease in performance. Please note that if the contractor is able to offer more simultaneous connections for the online platform, the Government will find this as a strength, and the resulting contract and PWS will be updated with the proposed connections.

#### **FACTOR 2: PAST PERFORMANCE**

The past performance evaluation will result in an assessment of the Offeror's probability of meeting the Solicitation requirements. The past performance evaluation will consider each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the requirements of this RFP. There are three aspects to the past performance evaluation. The first is to evaluate the recency of the Offeror's past performance, which is generally expressed as a time period during which past references are considered relevant, and is critical to establishing the relevancy of past performance information. The second aspect of the past performance evaluation is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. The third aspect of the past performance evaluation is to establish the overall quality of the Offeror's past performance, i.e. how well the Offeror performed on prior experiences. This quality assessment will be made on the basis of CPARS or PPQs submitted with the proposal (or non-US systems that correspond to CPARS in the case of non-US vendors with no prior U.S. contracting history), though in accordance with FAR 15.305(a)(2), the Government may consider past performance information from any other appropriate source, such as the Past Performance Information Retrieval System (PPIRS) or customer questionnaires.

Each experience considered will receive a performance confidence assessment rating based on the evaluated recency, relevancy and quality ratings. At the Factor level, one performance confidence assessment rating will be assigned for each Offeror based on the aggregate of the individual experience performance confidence assessment ratings. If the Offeror's past performance information is unavailable or the Offeror has no record of relevant past performance, the Offeror will not be evaluated favorably or unfavorably on past performance.

The following types of experience are considered to be relevant to this Solicitation (in no particular order of importance):

- Experience designing training courses and materials, including examination and practical aspects, on tactical data links, preferably Link 22;
- Experience delivering online instructor-led training courses'
- Experience delivering Train the Trainer courses on tactical data links, preferably Link 22; and,
- Technical and/or operational experience of Link 22.

#### FACTOR 3: DATA RIGHTS

The Government will evaluate the extent to which the TD/CS/CSD deliverable license rights offered by the Offeror allow the USG to conduct current, effective training on Link 22 throughout its lifecycle. Evaluations under this subfactor will further consider that extent to which the USG has sufficient data rights/license rights to conduct the Link 22 training by itself or via a third party through competitive procurement procedures with NILE member nations. Additionally, the Government will allow the extent to which the TD/CS/CSD deliverables allow the Government to meet its obligations under the NILE MOU by allowing the Government to use, modify, release, disapply or disclose the Link 22 Training TD/CS/CSD to NILE Nations for any purpose, and to allow others to do so. In the event the Offeror proposes to deliver any commercial or noncommercial TD/CS/CSD with less than such rights, the Government will evaluate the impact on the Government's ability to competitively procure, install, maintain, and repair the system over its lifecycle.

The Offeror will receive favorable consideration for proposing rights no more restrictive than GPR (GPR is defined in DFARS 252.227-7013 and 252.227-7014) in the commercial or non-commercial TD, CS and/or CSD associated with this contract. However, an Offeror will not be deemed non-responsive if it offers to provide rights more restrictive than GPR on any portion of the TD, CS and/or CSD associated with this contract for which it is entitled to assert those restrictions pursuant to law and regulation. The Government's goal of acquiring GPR is not a condition of award; rather it is a factor in the source selection decision.

#### FACTOR 4: SMALL BUSINESS UTILIZATION

Small Business participation will be evaluated on an Acceptable/Unacceptable basis. Small Business prime Offerors and non-US vendors will receive an 'Acceptable' for this factor (FAR 15.305(a)(5)).

For Large Business Vendors, the Government will evaluate the acceptability of the Vendor's proposed approach to meeting small business subcontracting goals as follows:

For Large Business Offerors, the Government will evaluate the extent to which the proposed utilization goals comply with NAVWAR’s desired goals. The Government will evaluate the extent to which the proposed approach demonstrates meaningful participation by each subcontractor. The Government may consult various sources, including CPARS Assessments, Past Performance Questionnaires (PPQs), and Electronic Subcontracting Reporting Systems (eSRS) databases, or any other relevant sources deemed appropriate to verify proposal statements. The evaluation of an Offeror’s history of meeting subcontracting goals on prior contracts/orders will not also be evaluated under Factor 2 Past Performance. If, historically, the Vendor has not met/exceeded small business goals, the Vendor shall provide a detailed explanation addressing what actions were taken on previous efforts and what efforts will be taken to meet the subcontracting goals for this effort.

**COST/PRICE EVALUATION FACTOR**

The Government will evaluate each Offeror’s pricing proposal for all priced CLINs. The Total Evaluated Price will be determined by the Government as the sum of evaluated prices for all priced CLINs. Government evaluation of all CLINs will include a review for balanced pricing and reasonableness. Cost realism analysis may be used in performance risk and responsibility determinations.

Offerors shall carefully review the final version of their Cost Proposal to ensure formulas properly reference the intended cells. Mathematical errors identified may result, at a minimum, in adjustment of the Offeror's Cost Proposal during evaluation and may render the proposal non-compliant with the RFP. However, the Government is not obligated and does not assume any responsibility to identify any mathematical errors in the Offeror's proposal. Further, such errors do not give rise to an obligation on the Government's part to hold discussions. Offerors are reminded that errors in an Offeror’s cost proposal are a direct reflection of the company and the quality of work the Government may expect to receive.

**CLINs X001 and X005 (FFP):**

The Government does not intend to perform Price Realism on FFP CLINs. In addition to evaluating the prices proposed, the Government will evaluate the extent to which evidence of unbalanced pricing exists, between CLINs, or between different quantities within one CLIN, that may render a proposal unacceptable. For evaluation purposes, Offerors shall price each CLIN X001 for each Year at the Most Probable Quantity indicated below:

Description	MPQ per Year
Classroom-based Course	5
Online virtual instructor-led Link 22 training	12
Online virtual self-paced computer-based Link 22 training*	N/A
Classroom-based Train the Trainer Link 22 course	3
*Pricing for virtual shall assume the platform runs 24hours/7days a week and can be accessed by students anytime	

This will be used to establish the contract ceiling for each FFP CLIN. The CLIN values must match the Volume III, Section B of the Offeror’s Proposal.

The Government will evaluate Attachment 6 for fair and reasonable pricing and escalation. A proposal may be rendered unacceptable if pricing of routine services are unreasonably priced.

**CLINs X002 and X003 (CPFF and COST):**

In a competitive environment, an Offeror is incentivized to propose the lowest possible cost, therefore, downward cost realism adjustments will generally not be made. Exceptions may include but not limited to obvious clerical mistakes, proposed ODCs or inconsistencies with Section L of the RFP.

For subcontractor proposals (1) that have total proposed costs of \$250,000 or lower, and/or (2) that are proposed as FFP or T&M, the Government reserves the right to accept costs as proposed and incorporate proposed costs into the total evaluated cost/price without evaluation. Under either of these circumstances, however, subcontractors are still required to comply with the RFP CPFF instructions for CLINs 0002 and submit substantiating information. At its discretion, the Government reserves the right to perform price analysis using any one or combination of methods listed in FAR 15.404-1(b) in addition to or in lieu of any of the cost realism methods listed above for all subcontractor proposals, including T&M or FFP subcontracts regardless of dollar value.

#### Cost Realism

(1) Cost will be evaluated based on an analysis of the realism and completeness of the cost data. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Cost realism analysis will be performed as follows:

- a. **Labor Mix, Hours and ODCs:** The Government will evaluate the extent to which the proposed labor mix (including labor category qualifications), hours and ODCs are realistic and in compliance with the Solicitation and the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique method of performance proposed.
- b. **Direct Labor Rates:** At its discretion, the Government may use any one or combination of the below methods for evaluating the realism of direct labor rates, as appropriate:
  - Compare the proposed direct rates to pertinent cost information to include but not limited to Defense Contract Audit Agency (DCAA)/DCMA FPRR, FPRA, or DCAA/DCMA reviewed provisional billing rates, incurred historical direct or fully burdened rates for similar services, proposed direct or fully burdened rates for this RFP, market salary surveys (e.g., salary.com), market survey information (e.g., Bureau of Labor Statistics), information submitted by Offerors (e.g., current payroll data, narrative), etc. This list is not exhaustive, and the Government may use any one, none, or combination of items to perform cost realism.

In the absence of acceptable documentation listed in Section L or DCAA/DCMA recommended rates, and/or information sufficiently explaining how the proposed labor force meets the requirements of SOW, Appendix A (Attachment 1), the Government will compare the proposed Offeror labor rates, consistently across all Offerors for each labor category, to one of the following:

- 1) Realistic Average of rates in response to the solicitation. The Government will determine the Realistic Average (RA) for each labor category by averaging all realistic labor rates in response to this solicitation for each labor category across all proposed direct labor rates (Prime Offerors and subcontractors) that were determined realistic using the methodology described above. Proposed labor rates that lack either Direct Labor Rate Substantiation or are substantially different from the desired qualifications from the PWS will not be included in the formulation of the RA.
- 2) The Lowest Realistic Rate (LRR) in response to the solicitation. The Government will determine the LRR for each labor category by identifying the lowest rate of all realistic labor rates in response to this solicitation for each labor category across all proposed direct labor rates (Prime Offerors and subcontractors) that were determined realistic using the methodology described above. Proposed labor rates that lack either Direct Labor Rate Substantiation or Direct Labor Qualification Substantiation will not be included in the formulation of the LRR.
- 3) One Standard Deviation from the Realistic Average: The Government will identify the RA as described above and then create a one standard deviation below the RA. A proposed rate that is within the one standard deviation of the RA will be considered realistic for that labor category. A proposed rate that is lower than one standard deviation from the RA will be adjusted upwards to the LRR for that labor category. A proposed rate that is higher than the one standard deviation of the RA will be accepted as proposed.
- 4) Any other reasonable method the Government determines appropriate to evaluate the realism of direct labor rates and complies with FAR 15.404. The Government will utilize the above methods only as needed for direct labor (unburdened) cost realism analysis.

The Government may attribute a lower cost risk to proposals using a higher proportion of named current employees as compared to proposals with a higher proportion of "TBD" employees. Offerors are cautioned that direct labor rates that are proposed at a lower rate in the Option Periods than in the Base Period for the same labor category may be evaluated as higher risk and less realistic due to the potential negative impacts on workforce retention and delivered level of effort over the term of the contract.

- c. **Escalation:** The Government will evaluate the Offeror's description of how it arrived at its proposed escalation rate.

The Government will evaluate proposed direct labor escalation rates against FPRAs, FRRs, or DCAA/DCMA field pricing assistance reports, if available. If FPRAs, FRRs, or DCAA/DCMA field pricing assistance reports are unavailable, the Government will evaluate escalation rates using a range of relevant rates known by the Government at RFP release; the Government will determine any proposed escalation rate equal to, or greater than two (2) percent reasonable and realistic for incorporation into the Government evaluated cost. Any direct labor escalation rate less than two (2) percent that is not adequately supported by the Offeror will be adjusted to 2% in the cost realism analysis.

- d. **Indirect Rates:** Given the variation of information available or provided for each Offeror the Government will use a sequential process to verify the realism of indirect rates.

- If the most current FPRA, FRR or DCAA audit of the Offeror's indirect rates is available, the Government will use those rates in the analysis, to determine the realism of the proposed rates.
- If the most current FPRA, FRR or DCAA audit of the Offeror's indirect rates is unavailable or does not exist, then the Government will utilize a three-year average of historical indirect data, to include actual incurred rates, annual incurred cost claims (if submitted), and provisional rates for the three years prior to the Offeror's current fiscal year, to determine the realism of the proposed rates. Should the proposed rate vary more than 5% from the historical average, the Government will consider the narrative submitted by the Offeror describing the basis for the variance; if the Offeror failed to submit a narrative or the Government determines the submitted narrative insufficient, the Government will adjust the proposed rate to the three-year historical average in the development of the Government evaluated cost. In Section L, the Offeror was instructed to provide historical rates for the three years prior to the Offeror's current fiscal year. The Government intends to also request the same historical rate data from DCMA/DCAA to verify the Offeror's proposed indirect rates. If there are differences between the historical indirect rates provided by the Offeror and the historical indirect rates provided by DCMA/DCAA, Offerors are advised that the Government will base its evaluation on the historical rates provided by DCMA/DCAA.
- If neither the FPRA, FRR, DCAA audit nor the historical data is available, the Government will rely on a price analysis technique, (Third) Statistical Analysis of indirect multiplier in response to this RFP. This method entails determining the indirect multiplier applied to the direct labor rate proposed and comparing the indirect multiplier to the average of all realistic indirect multipliers (determined realistic utilizing of the aforementioned methodologies) in response to this RFP. An indirect multiplier is the sum of all indirect rates (in dollars) and then divided by the indirect rate, For example, Fringe 35%, Overhead 25%, and G&A 8%, renders an indirect multiplier of 68% when each cost element uses direct labor as the sole pool item (Direct Labor Rate = \$100; Fringe = \$35; OH = \$25; G&A = \$8; Indirect multiplier =  $(35+25+8)/100 = 68\%$ ). Disproportionately small valued proposals may be excluded from the indirect multiplier calculation. For this example, any proposed rate at or above 68% is determined realistic and any proposed rate below 68% would be upwardly adjusted to 68% for cost realism purposes.
- Should a subcontractor's pricing arrangement or the information submitted by the Offeror prevent a meaningful cost element level analysis to be performed, the Government may rely on another price analysis technique (Fourth) to determine the realism of the overall rate proposed by the subcontractor. When utilizing this method the Government would determine the Lowest Realistic Burdened Rate (LRBR) for each labor category and then compare the proposed rates to the LRBR.

The Government will determine the LRBR for each labor category by identifying the lowest fully burdened rate of all realistic fully burdened rates in response to this RFP for each labor category across all proposed rates (from all Offerors, including subcontractors) that were determined realistic using the methodologies of Direct Labor Rate Substantiation with Direct Labor Qualification Substantiation for direct labor rate realism in combination with FRPA, FPRR, DCAA Audit, or three-year historical average for indirect labor rate realism. Proposed rates that lack either Direct Labor Rate Substantiation, Direct Labor Qualification Substantiation, or indirect rate supporting information will not be included in the formulating of the LRBR. For example, if the LRBR for a labor category is \$100, and an Offeror proposed \$78, the fully burdened rate would be upwardly adjusted by \$22 to the LRBR.

If any of the above methods fail to satisfy the standards of analysis required to make a determination of realism, the Government may use any other reasonable method the Government determines is appropriate to evaluate the realism of indirect labor rates and comply with FAR 15.404 (d).

**e. Fee**

Adequate competition incentivizes Offerors to keep their fee competitive, which the Government anticipates receiving in response to this RFP. Based on this information, the Government will ensure the proposed fee complies with regulatory restrictions for the effort required by the RFP. Fee will not be adjusted based on adjustments made to other cost elements during cost realism analysis. For example, if the Offeror proposed 100K (including all cost except fee) with a 5% fee for a total of 105K, and the Government made 50K labor adjustments, the total evaluated cost would be 155K. The proposed fixed fee of 5K would remain unchanged as contractors would not receive additional fee in a cost overrun situation, resulting in a reduced percentage fee from proposed. Note, however, the Government may make downward adjustments to the fee percentage if it is above the FAR maximum for the respective CLIN.

**f. Other Direct Costs (ODCs):** The Government will verify the Offer conforms to the ODC amounts specified in Section L.

**Total Evaluated Price**

The Government will first arrive at a total price for each CLIN. The total prices for CLINs X001 and X002 will be computed by multiplying the Offeror’s proposed unit prices by the evaluated quantity stated below. The total prices for CLIN X001, X002 and X003 are the total prices prescribed below for each CLIN.

The Government will then arrive at a total evaluated price for each Offeror by adding the total prices for CLINS X001-X003 (and X005 if Priced) as follows:

CLIN X001 (Various Training Courses FFP) + CLIN X002 (Update Materials CPFF) at the following MPQs for each year + CLIN X005 (Data Rights FFP, if priced):

CLIN	Description	Number of Courses Per Year	Price Per Course	Evaluated Price
0001	Classroom-based course	5		
0001	Online instructor-led	12		
0001	Online self-paced	N/A		
0001	Train the Trainer (classroom-based)	3		
0001	In-country classroom-based course	3		
0002	Update Materials	2		

0005	Technical Data Rights (if priced)			
1001	Classroom-based course	5		
1001	Online instructor-led	12		
1001	Online self-paced	N/A		
1001	Train the Trainer (classroom-based)	3		
1001	In-country classroom-based course	3		
1002	Update Materials	2		
2001	Classroom-based course	5		
2001	Online instructor-led	12		
2001	Online self-paced	N/A		
2001	Train the Trainer (classroom-based)	3		
2001	In-country classroom-based course	3		
2002	Update Materials	2		
3001	Classroom-based course	5		
3001	Online instructor-led	12		
3001	Online self-paced	N/A		
3001	Train the Trainer (classroom-based)	3		
3001	In-country classroom-based course	3		
3002	Update Materials	2		
4001	Classroom-based course	5		
4001	Online instructor-led	12		

4001	Online self-paced	N/A		
4001	Train the Trainer (classroom-based)	3		
4001	In-country classroom-based course	3		
4002	Update Materials	1		

+ CLIN X003 as designated at the prices below:

CLIN	NTE Price
0003	\$61,055
1003	\$61,055
2003	\$61,055
3003	\$61,055
4003	\$61,055
6-Month Extension	\$30,527

**Extension Evaluation**

For the purposes of the evaluation of the six-month extension, the Government will use 50% of the total price of option 4 at the most probable quantities listed above plus ODCs.

**Price Reasonableness**

Price analysis will be conducted to determine price reasonableness in accordance with the FAR.

**Overtime Evaluation**

The use of uncompensated overtime is defined in FAR 52.237-10 "Identification of Uncompensated Overtime" and is discouraged by the Government. Based upon the Government’s assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

Offerors are advised that if uncompensated overtime is proposed, the adjusted hourly rate specified in paragraph (b) of Provision at FAR 52.237-10 "Uncompensated Overtime and Professional Employees," will be used for cost evaluation purposes. **THUS, NO EVALUATION ADVANTAGE WILL RESULT IF UNCOMPENSATED OVERTIME IS PROPOSED**

**EVALUATION DEFINITIONS**

The Government will evaluate technical factors and sub-factors (other than Past Performance) on an adjectival basis (e.g., Outstanding, Good, Acceptable, Marginal and Unacceptable). The Government will utilize the combined technical/risk definitions from the DoD’s Source Selection Procedures Guide as of March 2016, as detailed below. Since it is impossible to anticipate the nature of each Offeror’s proposal in advance or to describe all the qualities and considerations that could result in one of the below definitions for ratings, these definitions will be looked upon as example of typical characteristics of that rating, and will be used as a guide or reference rather than a rigid measure to be followed word-for-word. Evaluators will be instructed to select the rating/definition that most closely fits the value or desirability of the Offeror’s proposed performance.

Factor 1: Technical approach to potential task order, and Factor 3: Data Rights

The combined technical/risk rating includes consideration of risk in conjunction with the significant strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. Each evaluator will utilize the combined technical/risk ratings listed using the risk descriptions.



## RATING DEFINITIONS

**Outstanding:** The Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.

**Good:** The Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.

**Acceptable:** The Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is no worse than moderate.

**Marginal:** The Proposal does not meet all the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more significant weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.

**Unacceptable:** The Proposal does not meet the requirements and contains one or more deficiencies. The proposal cannot be awarded.

## FINDINGS DEFINITIONS

In the evaluation of each factor, aspects of the proposal may be found to be advantageous or disadvantageous to the Government. These are defined as follows:

**Strength:** An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness:** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

**Deficiency:** A material failure of the proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

### Risk Definitions.

Risk, as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or sub-factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

**Very Low:** Proposal may contain only minimal weaknesses, which have only a minimal potential to cause disruption of schedule, increased cost or degradation of performance. Minimal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

**Low:** Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

**Moderate:** Proposal contains a significant weakness or combination of weaknesses, which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

High: Proposal contains a significant weakness or combination of weaknesses, which is likely to cause significant disruption of 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.

#### Technical Definitions

Technical Rating. The Offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the Offeror's technical solution for meeting the Government's requirement. The risk rating considers the risk associated with the technical approach to meeting the requirement.

Outstanding: Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.

Good: Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.

Acceptable: Proposal indicates an adequate approach and understanding of the requirements. .

Marginal: Proposal has not demonstrated an adequate approach and understanding of the requirements

Unacceptable: Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable

#### Factor 2: Past Performance

In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. These are combined to establish one performance confidence assessment rating for each Offeror.

There are three aspects to the past performance evaluation: recency, relevancy (including context of data), and quality (including general trends in contractor performance and source of information).

#### Ratings Definitions

Relevance. Relevancy as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the Solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

#### Relevancy Definitions

Very Relevant: Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this Solicitation requires.

Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities this Solicitation requires.

Somewhat Relevant: Present/past performance effort involved some of the scope and magnitude of effort and complexities this Solicitation requires.

Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this Solicitation requires.

Past Performance Confidence Assessment. The past performance confidence assessment rating is an evaluation of the likelihood (or Government’s confidence) that the Offeror will successfully perform the Solicitation’s requirements based on the Offeror’s overall record of recency, relevancy, and quality of performance.

Substantial Confidence: Based on the Offeror’s submitted performance record recency, relevancy and quality, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence: Based on the Offeror’s submitted performance record recency, relevancy and quality, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Neutral Confidence: No recent/relevant performance record is available or the Offeror’s performance record that was submitted is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.

Limited Confidence: Based on the Offeror’s submitted performance record recency, relevancy and quality, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

No Confidence: Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

**Factor 4: Small Business Utilization (Large US Businesses only)**

Proposals will be evaluated as follows:

<b>Factor 4: Small Business Subcontracting - Evaluation Factor Ratings</b>	
<b>Rating</b>	<b>Definition</b>
<b>Acceptable</b>	An Acceptable proposal meets the minimum requirements of the solicitation, including addressing each requirement of Section L Instructions. The proposal demonstrates an adequate approach to meeting task order subcontracting goals with meaningful work to small business subcontractors. The proposal demonstrates an adequate record of meeting subcontracting goals on prior contracts. The Government will consider the totality of the proposal and may balance aspects of the proposal against each other in determining acceptability.
<b>Unacceptable</b>	An Unacceptable proposal does not meet the minimum requirements of the solicitation, including addressing each requirement of Section L Instructions. The proposal fails to demonstrate an adequate approach to meeting task order subcontracting goals with meaningful work to small business subcontractors. The proposal fails to demonstrate an adequate record of meeting subcontracting goals on prior contracts. The Government will consider the totality of the proposal and may balance aspects of the proposal against each other in determining unacceptability.