

DEPARTMENT OF DEFENSE FREEDOM OF INFORMATION DIVISION 1155 DEFENSE PENTAGON WASHINGTON, DC 20301-1155

> Ref: 23-F-1114 September 11, 2023

Mr. John Greenewald, Jr The Black Vault, Inc. 27305 W. Live Oak Rd. Suite #1203 Castaic, CA 91384

Dear Mr. Greenewald:

This is a final response to your July 19, 2023 Freedom of Information Act (FOIA) request, a copy of which is enclosed for your convenience. We received your request on July 19, 2023, and assigned it FOIA case number 23-F-1114. We ask that you use this number when referring to your request.

The Washington Headquarters Services, Acquisition Directorate, a component of the Office of the Secretary of Defense, conducted a search of their records systems and located 125 pages determined to be responsive to your request. Ms. Paulette Creighton, Division Director, Enterprise Acquisition Policy & Strategic Initiatives, in her capacity as an Initial Denial Authority (IDA), has also determined that the responsive records contain information exempt from public release, including 11 pages withheld in their entirety pursuant to 5 U.S.C. § 552 (b)(5), inter- and intra- agency memoranda which are deliberative in nature; this exemption is appropriate for internal documents which are part of the decision-making process, and contain subjective evaluations, opinions and recommendations.

The aforementioned IDA determined that portions of the remaining 114 responsive pages are exempt from release pursuant to 5 U.S.C. § 552 (b)(4), trade secrets and commercial or financial information obtained from a person and privileged or confidential and (b)(6), disclosure of which would constitute a clearly unwarranted invasion of the personal privacy of individuals. We have considered the foreseeable harm standard when reviewing records and applying exemptions under the FOIA in the processing of this request.

In this instance, fees for processing your request were below the threshold for requiring payment. Please note that fees may be assessed on future requests.

If you have any questions or concerns about the foregoing or about the processing of your request, please do not hesitate to contact the Action Officer assigned to your request, Kayla Webster, at kayla.n.webster2.civ@mail.mil or 571-372-0440. Additionally, if you have concerns about service received by our office, please contact a member of our Leadership Team at 571-372-0498 or Toll Free at 866-574-4970.

Should you wish to inquire about mediation services, you may contact the OSD/JS FOIA Public Liaison, Toni Fuentes, at 571-372-0462, or by email at OSD.FOIALiaison@mail.mil. You may also contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services National Archives and Records Administration 8601 Adelphi Road-OGIS College Park, MD 20740 E-mail: ogis@nara.gov Telephone: 202-741-5770 Fax: 202-741-5769 Toll-free: 1-877-684-6448

You have the right to appeal to the appellate authority, Ms. Joo Chung, Assistant to the Secretary of Defense for Privacy, Civil Liberties, and Transparency (PCLT), Office of the Secretary of Defense, at the following address: 4800 Mark Center Drive, ATTN: PCLFD, FOIA Appeals, Mailbox #24, Alexandria, VA 22350-1700.

Your appeal must be postmarked within 90 calendar days of the date of this response. Alternatively, you may email your appeal to osd.foia-appeal@mail.mil. If you use email, please include the words "FOIA Appeal" in the subject of the email. Please also reference FOIA case number 23-F-1114 in any appeal correspondence.

We appreciate your patience in the processing of your request. As stated previously, please contact the Action Officer assigned to your request, Kayla Webster, and reference FOIA case number 23-F-1114, if you have any questions or concerns.

Sincerely,

Stephanie L. Carr Chief

Enclosures: As stated This document is made available through the declassification efforts and research of John Greenewald, Jr., creator of:



The Black Vault is the largest online Freedom of Information Act (FOIA) document clearinghouse in the world. The research efforts here are responsible for the declassification of hundreds of thousands of pages released by the U.S. Government & Military.

Discover the Truth at: http://www.theblackvault.com

SOLICITATION, C	OFFER AND	AWAR				FIS A RATED OR CFR 700)	DER	RATING	PAGE OF	PAGES 34
2. CONTRACT NO.	3. SOLICITATION		PE OF SOLI		N 5	DATE ISSUED	6. REQUISITI	ON/PURCHASE NO.	· · · ·	
HQ003422C0094	HQ003422R019		SEALED BID (IFB)			7 Jul 2022	HQ0642268484-0001			
7 ISSUED BY			NEGOTIA1 20034		9	RESS OFFER TO	(If other tha		ODE	
7. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09			20004	C	5. ADDI	XE35 OFFER 10	(nother tha	n nem /) C		
ALEXANDRIA VA 22350-0002	TE	ı.			Se	e Item 7		TEL:		
	FA							FAX:		
NOTE: In sealed bid solicitations "offer" and "	offeror" mean "bid" and	"bidder".								
			S	OLICI	TATI	ON				
9. Sealed offers in original and	copies for fu	rnishing the	supplies or	service	s in the	e Schedule will b	e received at the	he place specified in	Item 8, or if	
handcarried, in the depository loc	ated in						until	local t	ime(Date)	
CAUTION - LATE Submissions,		d Withdrawa	ls: See Sec	tion L, I	Provis	ion No. 52.214	-7 or 52.215-1	(Hour) . All offers are subje	1.4.5.1.5.1.5.1.5.1.5.1.5.1.5.1.5.1.5.1.	and
conditions contained in this solici	tation.		Laser and the		5 M N	6.0%N X02.022N			~	
10. FOR INFORMATION A. NAME CALL: RAINIE W	ELLS		B. TELEP 202-91	PHONE (1 13-5746	nclude	area code) (NO (COLLECT CALLS)	C. E-MAIL ADDRESS rainie.wells.civ@mail.mil		
					OF CO	NTENTS				
(X) SEC. DES	CRIPTION		PAGE(S)			NILNIS	DESCI	RIPTION		PAGE(S)
PARTI-	THE SC HEDULE	5	A			Р	ART II - CON	TRACT CLAUSES		
X A SOLICITATION/ CONT			1	X		CONTRACT CL	State 2010 10 10 10			24 - 33
X B SUPPLIES OR SERVICE			2 - 14					XHIBITS AND OT	HER ATTACH	
C DESCRIPTION/ SPECS D PACKAGING AND MA		MENT	+	X	JL	IST OF ATTA		IONS AND INSTR	UCTIONS	34
X E INSPECTION AND AC			15	1 1	R			FICATIONS AND		
X F DELIVERIES OR PERF			16 - 18		KI	THER STATE				
X G CONTRACT ADMINIS		1. P. C.	19 - 23					CES TO OFFEROR	5	
H SPECIAL CONTRACT	REQUIREMENT					VALUATION		RAWARD		
NOTE I. 12.1	6.1 10 1				-	leted by offer		K 10		
NOTE: Item 12 does not apply i 12. In compliance with the above					_				lass a different	n onto d
is inserted by the offeror) from the above	the date for receip	ot of offers s	pecified abo	ove, to t	furnish	any or all item				
13. DISCOUNT FOR PROMPT F			specified	in the sc	incutic	*				
(See Section I, Clause No. 52.)										
14. ACKNOWLEDGMENT OF A			AMEND	MENT	NO.	DATE AMENDMI		MENDMENT NO.	DAT	Έ
(The offeror acknowledges re- to the SOLICITATION for o										
documents numbered and date		+								
15A. NAME	CODE 7N	ZQ9		FACILI	TY		16. NAME AN	D TITLE OF PERS	ON AUTHORI	ZED TO
AND SANCORP CONSU	JLTING,					SIGN OFFER (Type or print)				
ADDRESS (10)(0) 3235 VALLEY LN OF FALLS CHURCH V	A 20044 1740									
OFFEROR	A 22044-1740									
									Taria Valuation	
1425142 M 25 V 6 To 17.	area code)	15C. CHECK I IS DIFF	F REMITTAL ERENT FRO			ER	17. SIGNATU	RE	18. OFFER	DATE
404-840-9330		15-37 (s. 2010) - 14	ADDRESS IN	and the second second		1777 (Manuar)				
		A	AWARD	(To be	comp	leted by Gove				
19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT \$1,915,834.08			i.		21. ACCOUNTING AND APPROPRIATION See Schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM										
10 U.S.C. 2304(c)() 41	U.S.C. 253(c)()			(4 copies unless	otherwise specifie	d)		
24. ADMINISTERED BY (If other than I	tem7)	CODE					WILL BE MADE		CODE HQ076	8
					1155 DEFENSE		DIRECTORATE			
See Item 7						WASHINGTON	DC 20301-1155			
The second s										
26. NAME OF CONTRACTING OFFICER	(Type or print)	6				27. UNITED ST	TES OF AMERIC	CA _	28. AWARD	DATE
JACQUELINE G. VERRINE			<u></u>		194	Jacqu	ieline	Venine	- 01-Sep-2	
TEL: IMPORTANT - Award will be ma	State of the state	acqueline.g.	100.000 100.000				e of Contracting O	and the second		
unit OKTAINT - Award will be ma	ue on this form.	or on Standa	rd Form 20	1. OF DY	othera	autorized offic	iai written noti		ADD EODM 22 (DE	2 0.075

					HQ003422C0094
					Page 2 of 34
Section	B - Supplies or Services ar	nd Prices			
ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AARO Support Services LH	(b)(4)	Hours	(b)(4)	(b)(4)
	The contractor shall provide accordance with Section 5 attached documents and all	.2 of the Performan	nce Work State	ment (PWS), the	
	LABOR SCHEDULE				
	Category: ^{(b)(4)} Rate Title: Rate: ^{(b)(4)}				
	FOB: Destination PURCHASE REQUEST N R499	NUMBER: HQ064	2268484-0001		
	R499		TOT ES	TIMATED PRICE CEILING PRICE	(b)(4)
ITEM NO	SUPPLIES/SERVICES	OUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding CLIN 0001	QUANTITY	UNIT	UNIT PRICE	(b)(4)
	FFP Funding CLIN 0001 in the PURCHASE REQUEST 1		2268484-0001		

NET AMT

(b)(4)

Page 3 of 34

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE (b)(4)	AMOUNT					
0002	AARO Support Services	(b)(4)	Hours							
	accordance with Section 5	The contractor shall provide Strategy, Plans, and Policy Support Services in accordance with Section 5.3 of the Performance Work Statement (PWS), the attached documents and all other requirements listed in this document.								
	LABOR SCHEDULE	LABOR SCHEDULE								
	Category: Sr. Operations Specialist/Contract Task Lead Rate Title: Sr. Operations Specialist/Contract Task Lead Rate ^{(b)(4)}									
	FOB: Destination PURCHASE REQUEST NUMBER: HQ0642268484-0001 R499									
			TOT ES	STIMATED PRICE CEILING PRICE	(b)(4)					
ITEM NO 000201	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
000201	Funding CLIN 0002 FFP Funding CLIN 0002 in the amount of (b)(4) PURCHASE REQUEST NUMBER: HQ0642268484-0001									
					·					
				NET AMT	(b)(4)					
	1 CERT 1 1									

					Page 4 of 34			
ITEM NO	SUPPLIES/SERVICES	ESTIMATED	UNIT	UNIT PRICE	AMOUNT			
0003	AARO Support Services LH The contractor shall provi Support Services in accor Statement (PWS), the atta document.	dance with Section	formance Work					
	LABOR SCHEDULE							
	Category: Sr. Congressional & Public Affairs Specialist/Advisor Rate Title: Sr. Congressional & Public Affairs Specialist/Advisor Rate: ^{(b)(4)}							
	FOB: Destination PURCHASE REQUEST R499	NUMBER: HQ064		1 STIMATED PRICE CEILING PRICE	(b)(4)			
ITEM NO 000301	SUPPLIES/SERVICES Funding CLIN 0003 FFP Funding CLIN 0003 in the PURCHASE REQUEST N		UNIT 2268484-0001	UNIT PRICE	AMOUNT (b)(4)			
				NET AMT	(b)(4)			

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ITEM NO	SUPPLIES/SERVICES	ESTIMATED	UNIT	UNIT PRICE	AMOUNT			
0004	AARO Support Services	QUANTITY (b)(4)	Hours	(b)(4)	(b)(4)			
	LH	de Date Architect	San Common C					
	The contractor shall provide Data Architecture Support Services in accordance with Section 5.5 of the Performance Work Statement (PWS), the attached documents and all other requirements listed in this document.							
	LABOR SCHEDULE							
	Category: Sr. Data Archi Rate Title: Sr. Data Arch Rate: ^{(b)(4)}							
	FOB: Destination PURCHASE REQUEST R499	NUMBER: HQ06	42268484-000)1				
	N DO		TOT E	STIMATED PRICE CEILING PRICE	(b)(4)			
				CEILING PRICE				
ITEM NO 000401	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)			
000401	Funding CLIN 0004							
	FFP Funding CLIN 0004 in the amount of (b)(4)							
	PURCHASE REQUEST N	UMBER: HQ0642	2268484-0001					
				NET AMT	(b)(4)			
				HEI AMI				
	ACRN AA CIN: HQ064226848400010	000401						

					Page 6 of 34					
ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0005		(b)(4)	Hours	(b)(4)						
	AARO Support Services LH									
	The contractor shall provi Support Services in accor Statement (PWS), the atta document.	dance with Section	1 5.6 of the Per	formance Work						
	LABOR SCHEDULE	LABOR SCHEDULE								
	Category: Sr. PPBE Spec Rate Title: Sr. PPBE Spe Rate: (b)(4)									
	FOB: Destination PURCHASE REQUEST NUMBER: HQ0642268484-0001 R499									
			TOT E	STIMATED PRICE CEILING PRICE	(b)(4)					
ITEM NO			UNIT	UNIT PRICE						
000501	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
	Funding CLIN 0005 FFP									
	Funding CLIN 0005 in the PURCHASE REQUEST N		2268484-0001							
					(b)(4)					
				NET AMT	(5)(4)					
	ACRN AA									

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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0006	AARO Support Services LH The contractor shall provide Reporting Support Services in accordance with Section 5.7 of the Performance Work Statement (PWS), the attached documents and all other requirements listed in this document.								
	LABOR SCHEDULE								
	Category: Sr. Reporting Manager Rate Title: Sr. Reporting Manager Rate: ^{(b)(4)}								
	FOB: Destination PURCHASE REQUEST NUMBER: HQ0642268484-0001 R499								
			TOT ES	TIMATED PRICE CEILING PRICE	(b)(4)				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
000601	Funding CLIN 0006	Q			(b)(4)				
	FFP Funding CLIN 0006 in the amount of (b)(4) PURCHASE REQUEST NUMBER: HQ0642268484-0001								
				NET AMT	(b)(4)				
	ACRN AA	000601							

CIN: HQ06422684840001000601

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					1480 0 01 0 1			
ITEM NO	SUPPLIES/SERVICES	ESTIMATED	UNIT	UNIT PRICE	AMOUNT			
0007	AARO Support Services LH	QUANTITY (b)(4)	Hours	(b)(4)				
	The contractor shall provide Operations Support Services in accordance with Section 5.8 of the Performance Work Statement (PWS), the attached documents and all other requirements listed in this document.							
	LABOR SCHEDULE							
	Category: Operations Spo Rate Title: Operations Sp Rate: (b)(4)							
	FOB: Destination PURCHASE REQUEST R499	NUMBER: HQ064						
			TOT ES	TIMATED PRICE CEILING PRICE	(b)(4)			
ITEM NO 000701	SUPPLIES/SERVICES Funding CLIN 0007	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)			
	FFP Funding CLIN 0007 in the PURCHASE REQUEST N	amount of ^{(b)(4)} IUMBER: HQ0642	2268484-0001					
				NET AMT	(b)(4)			
	ACRN AA CIN: HQ064226848400010	000701						

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ITEM NO 0008 OPTION	SUPPLIES/SERVICES AARO Support Services (LH The contractor shall provi Section 5.9 of the Perform and all other requirements LABOR SCHEDULE Category: Operations Spe Rate Title: Operations Spe Rate (b)(4)	de Operations Sup ance Work Staten listed in this docu ecialist	nent (PWS), th		AMOUNT
	FOB: Destination R499		TOT E	ESTIMATED PRICE CEILING PRICE	(b)(4)
ITEM NO 0009	SUPPLIES/SERVICES Contractor Travel T&M In accordance with FAR 3 travel support in accordan Statement, attached docum document. LABOR SCHEDULE Category: Travel Rate Title: Travel Rate: 1.00	ce with Section 1.	6.13 of the Pe	rformance Work	AMOUNT (b)(4)
	Sub-Category: Travel FOB: Destination PURCHASE REQUEST 1 R499	NUMBER: HQ064)1 TIMATED PRICE CEILING PRICE	(b)(4)

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ITEM NO 000901	SUPPLIES/SERVICES Funding CLIN 0009 FFP Incrementally funding CL PURCHASE REQUEST N	QUANTITY IN 0009 in the am NUMBER: HQ064	UNIT ount of (b)(4) 2268484-0001	UNIT PRICE	AMOUNT (b)(4)
	ACRN AA CIN: HQ06422684840001	.000901		NET AMT	(b)(4)
ITEM NO 1001 OPTION	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid accordance with Section 5 attached documents and al LABOR SCHEDULE Category: Sr. Executive A Rate Title: Sr. Executive A Rate: (b)(4) FOB: Destination R499	.2 of the Performa 1 other requiremen Administrator	nce Work Stater	ment (PWS), the	(b)(4)

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ITEM NO 1002 OPTION	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid accordance with Section 5 attached documents and al LABOR SCHEDULE Category: Sr. Operations Rate Title: Sr. Operations Rate: [b](4) FOB: Destination	.3 of the Performa 1 other requiremer Specialist/Contrac	nce Work Statem its listed in this d t Task Lead	nent (PWS), the	AMOUNT
	R499			IMATED PRICE CEILING PRICE	(b)(4)
ITEM NO 1003 OPTION	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid Support Services in accord Statement (PWS), the attact document. LABOR SCHEDULE Category: Sr. Congression Rate Title: Sr. Congression Rate: (b)(4) FOB: Destination R499	lance with Section ched documents an nal & Public Affai	5.4 of the Perfor ad all other requir rs Specialist/Adv irs Specialist/Adv TOT EST	rmance Work rements listed in this risor	AMOUNT (b)(4) (b)(4)

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ITEM NO 1004 OPTION	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provide with Section 5.5 of the Per- documents and all other re- LABOR SCHEDULE Category: Sr. Data Archit Rate Title: Sr. Data Archit Rate: (^{b)(4)}	ecture Specialist/	Statement (PW in this docun Advisor	VS), the attached	AMOUNT (b)(4)
	FOB: Destination R499		TOT I	ESTIMATED PRICE CEILING PRICE	(b)(4)
ITEM NO 1005 Option	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provie Support Services in accord Statement (PWS), the atta document. LABOR SCHEDULE	lance with Section	1 5.6 of the Pe	erformance Work	AMOUNT (b)(4)
	Category: Sr. PPBE Spec Rate Title: Sr. PPBE Spec Rate: (b)(4) FOB: Destination R499		TOT I	ESTIMATED PRICE CEILING PRICE	(b)(4)

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ITEM NO	SUPPLIES/SERVICES	ESTIMATED	UNIT	UNIT PRICE	AMOUNT
1006 Option	AABO Support Services	QUANTITY (b)(4)	Hours	(b)(4)	(b)(4)
OFICIA	AARO Support Services LH The contractor shall provi Section 5.7 of the Perform and all other requirements	ance Work Statem	nent (PWS), the		
	LABOR SCHEDULE				
	Category: Sr. Reporting M Rate Title: Sr. Reporting Rate: ^{(b)(4)}				
	FOB: Destination R499				
			TOT ES	TIMATED PRICE CEILING PRICE	(b)(4)
ITEM NO		ESTIMATED	UNIT	UNIT PRICE	
ITEM NO 1007	SUPPLIES/SERVICES	ESTIMATED QUANTITY (b)(4)	Hours	(b)(4)	AMOUNT
OPTION	AARO Support Services	(0)(4)	Hours		(0)(4)
	The contractor shall provi Section 5.8 of the Perform and all other requirements	ance Work Statem	nent (PWS), the		
	LABOR SCHEDULE				
	Category: Operations Spe Rate Title: Operations Sp Rate: (b)(4)	ecialist ecialist			
	FOB: Destination R499				
			TOT ES	TIMATED PRICE CEILING PRICE	(b)(4)

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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	AARO Support Services (LH The contractor shall provi Section 5.9 of the Perform and all other requirements LABOR SCHEDULE Category: Operations Spe Rate Title: Operations Sp Rate: [b](4)	de Operations Sup ance Work Staten listed in this docu ecialist	nent (PWS), th		(b)(4)
	FOB: Destination R499		TOT F	ESTIMATED PRICE CEILING PRICE	(b)(4)
ITEM NO 1009 Option	SUPPLIES/SERVICES Contractor Travel T&M In accordance with FAR 3 travel support in accordan Statement, attached docum document. LABOR SCHEDULE Category: travel Bata Title: travel	ce with Section 1.	6.13 of the Pe	erformance Work	AMOUNT (b)(4)
	Rate Title: travel Rate: 1.00 Sub-Category: travel FOB: Destination R499		TOT ES	TIMATED PRICE CEILING PRICE	(b)(4)

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
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	N/A
0007	Destination	Government	Destination	Government
000701	N/A	N/A	N/A	N/A
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
000901	N/A	N/A	N/A	N/A
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-6

Inspection--Time-And-Material And Labor-Hour

MAY 2001

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2022 TO 31-AUG-2023	N/A (b)(6) FOB: Destination	HQ0208
000101	N/A	N/A	N/A	N/A
0002	POP 01-SEP-2022 TO 31-AUG-2023	N/A (b)(6).	4Q0208
			FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 01-SEP-2022 TO 31-AUG-2023	N/A (b)(6)		4Q0208
			FOB: Destination	
000301	N/A	N/A	N/A	N/A
0004	POP 01-SEP-2022 TO 31-AUG-2023	N/A (b)(6)		HQ0208
		10	FOB: Destination	
000401	N/A	N/A	N/A	N/A
0005	POP 01-SEP-2022 TO 31-AUG-2023	N/A (b)(6)	FOB: Destination	HQ0208
000501	N/A	N/A	N/A	N/A

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0006	POP 01-SEP-2022 TO 31-AUG-2023	N/A	(b)(6) FOB: Destination	HQ0208
000601	N/A	N/A	N/A	N/A
0007	POP 01-SEP-2022 TO 31-AUG-2023	N/A	(b)(6) FOB: Destination	HQ0208
000701	N/A	N/A	N/A	N/A
0008	POP 01-SEP-2022 TO 31-AUG-2023	N/A	(b)(6)	HQ0208
			FOB: Desunation	1.1
0009	POP 01-SEP-2022 TO 31-AUG-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
000901	N/A	N/A	N/A	N/A
000901 1001	N/A POP 01-SEP-2023 TO 31-AUG-2024	N/A N/A	N/A (b)(6)	N/A HQ0208
	POP 01-SEP-2023 TO			
	POP 01-SEP-2023 TO		(b)(6)	
1001	POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO	N/A	(b)(6) FOB: Destination (SAME AS PREVIOUS LOCATION)	HQ0208
1001 1002	POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO	N/A N/A	(b)(6) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION)	HQ0208 HQ0208
1001 1002 1003	POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO	N/A N/A N/A	(b)(6) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION)	HQ0208 HQ0208 HQ0208
1001 1002 1003 1004	POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO 31-AUG-2024 POP 01-SEP-2023 TO	N/A N/A N/A	(b)(6) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION) FOB: Destination (SAME AS PREVIOUS LOCATION)	HQ0208 HQ0208 HQ0208 HQ0208

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1008	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1009	POP 01-SEP-2023 TO 31-AUG-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: ^^^097^2022^2023^0400^000^251^D^0305245D8Z^^^1100^0008522^012215^USDI^OSD - OUSD(INTEL^USDI_060305245D8Z245^22_0400D_0305245^251.10 Manageme^^^ AMOUNT:(b)(4)

ACRN	CLIN/SLIN	CIN	AMOUNT
			(b)(4)
AA	000101	HQ06422684840001000101	
	000201	HQ06422684840001000201	
	000301	HQ06422684840001000301	
	000401	HQ06422684840001000401	
	000501	HQ06422684840001000501	
	000601	HQ06422684840001000601	
	000701	HQ06422684840001000701	
	000901	HQ06422684840001000901	

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> 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): Submit Invoice 2 N 1 (Services only).

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher. The Contractor shall submit cost vouchers using the DoDAACs provided in the Routing Table below. In addition, the cost voucher shall also include the DCAA DODAAC under the "DCAA Auditor DODAAC" entry in WAWF.

(ii) For fixed price line items-

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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*	
Field Name in WAWF	Data to be entered in WAWF	
Pay Official DoDAAC	HQ0768	
Issue By DoDAAC	HQ0034	

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Admin DoDAAC**	HQ0034	
Inspect By DoDAAC	HQ0208	
Ship To Code	N/A	
Ship From Code	N/A	
Mark For Code	N/A	
Service Approver (DoDAAC)	HQ0208	
Service Acceptor (DoDAAC)	HQ0208	
Accept at Other DoDAAC	N/A	
LPO DoDAAC	N/A	
DCAA Auditor DoDAAC	HAA47 for LH and T&M CLINs	
Other DoDAAC(s)	N/A	

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

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

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

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

WAWF Email Notifications. The Contractor shall enter the email addresses identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system:

Technical POC / Contracting Officer's Representative (COR): Contract Specialist: rainie.wells.civ@mail.mil Contracting Officer: jacqueline.g.verrine.civ@mail.mil

(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)

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(a) Contract line item 0009 is incrementally funded. For this item, the sum of (b)(4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract, the sum of (b)(4) is presently available. The remaining balance of (b)(4) will be provided as needed.

(End of clause)

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 of	rMAY 2014
101 - 501 (C - 501)	Improper Activity	10000104.00
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
52.203-15	Whistleblower Protections Under the American Recovery and	IJUN 2010
	Reinvestment Act of 2009	
52.203-17	Contractor Employee Whistleblower Rights and Requirement	JUN 2020
	To Inform Employees of Whistleblower Rights	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality	JAN 2017
	Agreements or Statements	
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier	JUN 2020
	Subcontract Awards	
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and	NOV 2021
	Services Developed or Provided by Kaspersky Lab and Other	
	Covered Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications	NOV 2021
	and Video Surveillance Services or Equipment	
52.209-6	Protecting the Government's Interest When Subcontracting	NOV 2021
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	OCT 2018
	Responsibility Matters	
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
	Corporations	
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-	-JUN 2020
	Modifications	
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing DataModifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data	NOV 2021
	Other Than Certified Cost or Pricing Data Modifications	
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018

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52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	NOV 2021
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
52.225 10	While Driving	5011 2020
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-15	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright	JUN 2020
32.221-2	Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-4	Federal, State, And Local Taxes (State and Local	FEB 2013
52.229-4	Adjustments)	FEB 2015
52.230-3 (Dev)	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
52.250-5 (Dev)	(DEVIATION 2018-00015)	JUN 2020
52.232-7	Payments Under Time-And-Materials And Labor-Hour	NOV 2021
52.252-1	Contracts	NOV 2021
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-9	Interest	MAY 2014
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
52.251-2		AFK 1904
52 227 2	Vegetation Continuity Of Services	JAN 1991
52.237-3		
52.237-7	Indemnification and Medical Liability Insurance Penalties for Unallowable Costs	JAN 1997
52.242-3		SEP 2021
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-3	ChangesTime-And-Material Or Labor-Hours	SEP 2000
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) APR 1984
50 0 10 0	(Short Form)	
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	

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252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber	DEC 2019
	Incident Reporting	
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	MAY 2016
	Support	
252.204-7018	Prohibition on the Acquisition of Covered Defense	JAN 2021
	Telecommunications Equipment or Services	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7021	Contractor Compliance with the Cybersecurity Maturity	NOV 2020
	Model Certification Level Requirement	
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
202.209 7001	The Government of a Country that is a State Sponsor of	10111 2019
	Terrorism	
252.211-7007	Reporting of Government-Furnished Property	MAR 2022
252.215-7002	Cost Estimating System Requirements	DEC 2012
	Requirements for Certified Cost or Pricing Data and Data	AUG 2020
252.215-1991 (Dev)	Other Than Certified Cost or Pricing Data - Modifications -	AUG 2020
	Section 890 Pilot Program. (DEVIATION 2020-00020)	
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.225-7001	Buy American And Balance Of Payments Program Basic	MAR 2022
252.225-7001	Qualifying Country Sources As Subcontractors	MAR 2022 MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022 MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7053	Representation Regarding Prohibition on Use of Certain	AUG 2021
252 225 7079 (D)	Energy Sourced from Inside the Russian Federation	LANI 2010
252.225-1918 (Dev)	Restriction on Acquisition of Certain Magnets and Tungsten. (DEVIATION 2019-00006)	JAN 2019
252 225-7070 (Dev)	Additional Access to Contractor and Subcontractor Records	DEC 2017
252.225-1919 (Dev)	in the United States Central Command Theater of Operations	DEC 2017
	(DEVIATION 2018-00008)	
252.226-7001	Utilization of Indian Organizations and Indian-Owned	APR 2019
252.220-7001		AFK 2019
	Economic Enterprises, and Native Hawaiian Small Business	
252 227 7012	Concerns	EED 2014
252.227-7013 252.232-7003	Rights in Technical DataNoncommercial Items	FEB 2014 DEC 2018
232.232-7005	Electronic Submission of Payment Requests and Receiving	DEC 2018
252.232-7010	Reports Levies on Contract Payments	DEC 2006
252.232-7010	Accelerating Payments to Small Business Subcontractors	APR 2020
252.252-7017	Prohibition on Fees and Consideration	AFK 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor	JUN 2013
252.257-7010	Personnel	JUN 2015
252.239-7001		LAN 2008
	Information Assurance Contractor Training and Certification	
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002 252.244-7001	Requests for Equitable Adjustment	DEC 2012
	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
252 245 7002 (Dav)	Property Reporting Loss of Covernment Property (DEVIATION 2020	LANI 2021
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020- 00004)	JAIN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7005	contractor i roperty management system Auministration	AI K 2012

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252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

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 at any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 $\frac{24}{24}$ months.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-00008) (SEP 2021)

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

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

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

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

(c) Applicability. This clause applies only to—

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

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

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

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

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

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

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

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

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

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated

entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract; (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including

volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It [] is, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concern participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at

the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: https://www.acquisition.gov/browse/index/far DFARS: https://www.acquisition.gov/dfars

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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)

252.219-7009 SECTION 8(A) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Richmond District Office 400 N 8th Street, Suite 1150 Richmond, VA 23219

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of Clause)

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Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work	28	11-JUL-2022
	Statement		
Attachment 2	NDA OCI	5	21-JUN-2022
Attachment 3	Form DD 254	11	21-JUN-2022

Wells, Rainie CIV (USA)

From:	Verrine, Jacqueline G CIV WHS AD (USA)	
Sent:	Thursday Sentember 1 2022 5:16 PM	_
То:	(b)(6)	
Cc:	Wells, Rainie CIV (USA); OSD Pentagon OUSD Intel - Sec List CoS FMA	_
Subject:	Award: HQ003422C0094_AARO	
Attachments:	B02 HQ003422C0094_AARO.pdf	
Signed By:	jacqueline.g.verrine.civ@mail.mil	

ALCON,

Attached please find a copy of the fully executed contract. Thank you!

Respectfully,

Jacqueline Verrine Team Lead/Contracting Officer Technical Analysis Branch (TAB) Enterprise Office Secretary of Defense (EOSD) Washington Headquarters Services (WHS) Acquisition Directorate (AD) Phone: 571.344.2931 Email: jacqueline.g.verrine.civ@mail.mil

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PERFORMANCE WORK STATEMENT (PWS) July 11, 2022

Administrative, Security, Policy, Analytic, Knowledge Management, Legislative Affairs, Public Affairs, Reporting, and Planning, Programming, Budgeting and Execution Support to the All-Domain Anomaly Resolution Office (AARO) Office of the Under Secretary of Defense for Intelligence and Security

Part 1

General Information

1. GENERAL:

This is a non-personal services contract to provide administrative, security, policy, analytic, operations, knowledge management, legislative affairs, public affairs, reporting, and planning, programming, budgeting and execution (PPBE) support to the AARO. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 <u>Description of Services/Introduction</u>: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to establish and administrative, security, policy, analytic, operations, knowledge management, legislative affairs, public affairs, reporting, and planning, programming, budgeting and execution (PPBE) support to the AARO as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 <u>Background</u>: On November 23, 2021, the Deputy Secretary of Defense directed the Under Secretary of Defense for Intelligence and Security (USD(I&S)) to establish the AARO within the. Office of the Under Secretary of Defense for Intelligence and Security (OUSD(I&S)). The Under Secretary of Defense for Intelligence and Security (USD(I&S)) is the principal staff assistant and advisor to the Secretary of Defense and the Deputy Secretary of Defense on intelligence, counterintelligence, security, sensitive activities, and other intelligence-related matters. The USD(I&S) exercises the Secretary of Defense's authority, direction, and control over the Defense Agencies and DoD Field Activities that are Defense intelligence, counterintelligence, or security Components and exercises planning, policy, and strategic oversight over all DoD intelligence, counterintelligence, and security policy, plans, and programs. The Director of the AARO reports directly to the USD(I&S) and is responsible for the Department's efforts to detect, identify, attribute, and as appropriate, mitigate, airborne objects of interest in or near U.S. Special Use Airspace.

1.3 <u>Objectives</u>: The AARO develops and implements Department and Intelligence Community (IC)-wide processes and procedures to: enable operational and intelligence reporting of airborne objects of interest including Unidentified Aerial Phenomena (UAP), and to identify and attribute unknown or anomalous airborne objects. The AARO synchronizes DoD efforts to address airborne objects of interest and UAP along six lines of effort: Operational Surveillance Collection and Reporting, Research and Development, Intelligence and Analysis, Mitigation and Defeat, Strategy and Policy, and Science and Technology.

1.4 <u>Scope</u>: The contractor shall provide administrative, security, policy, analytic, operations, knowledge management, legislative affairs, public affairs, reporting, and planning, programming, budgeting and execution support required for the initial establishment of the AARO and to support the tasks defined in this PWS, including but not limited to the development of strategy and policy, and the synchronization of DoD and IC-wide efforts to detect, identify, attribute, mitigate airborne objects of interest. The contractor shall provide wide administrative, security, policy, analytic, knowledge management, legislative affairs, public affairs, reporting, and planning, programming, budgeting and execution (PPBE) program support under the direction and oversight of the Director of the AARO.

1.5 <u>Period of Performance</u>: The period of performance shall be for one (1) 12-month Base Year and one (1) 12-month Option Year

1.6 General Information

1.6.1 <u>Quality Control</u>: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The contractor will deliver a quality assurance plan (QAP) to the COR within 30 days after contract award. After review by the COR and acceptance of the quality assurance plan, the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

The contractor will provide a monthly status report (MSR) no later than the 10th of every month accurately reflecting progress and a summary status of the tasks outlined in paragraph 5 and other requirements and deliverables in this PWS.

- Description of work completed and plans for next two months
- Summary of Meetings between Contract Managers/PMs and the COR or other GPOC/Program Leads.
- Resource status
- Manning Status and related metrics.
- Travel conducted/projected
- Issues and resolutions

The MSR shall be provided in Microsoft Word format and shall include the items listed above and other quality measures/metrics from the QAP or other information as requested by the COR.

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

1.6.3 <u>Recognized Holidays</u>: Contractor personnel are not customarily expected to work on holidays, but holiday work is possible, subject to advance scheduling with the contractor. Recognized Federal holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day

Juneteenth Independence Day Independence Day Christmas Day

1.6.4 <u>Hours of Operation</u>: The contractor is responsible for conducting business during OUSD(I&S) normal work hours from 8:30a.m. to 5:00p.m. Monday thru Friday. Contractor personnel typically work eight (8) hours per day, 40 hours per week, with starting times normally no earlier than 6:00a.m. and end times normally no later than 6:00p.m. as approved by the Director of the AARO. This excludes Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.4.1 When the Government grants administrative leave to Government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, the Contractor's program manager and/or on-site manager shall coordinate with the Contracting Officer and/or Contracting Officer Representative (COR) on the work status of personnel, to the extent that the overall performance is not adversely impacted.

1.6.5 <u>Place of Performance</u>: The work to be performed under this contract will be performed at Crystal City, Arlington, VA; Pentagon, Arlington, VA; Mark Center, Alexandria, VA; or other government sites within the National Capital Region. Telework is generally not appropriate for the tasks associated with this contract but may be considered on a situational/ad hoc basis at an approved alternate worksite. Telework must be authorized in writing by the COR, and the senior government program manager. The contractor will highlight in monthly status reporting telework hours and activities for contractor personnel that conduct telework on behalf of the government.

1.6.6 <u>Type of Contract</u>: The government will award a Firm Fixed Price/Level of Effort (FFP/LOE) contract.

The labor (CLINs) under this contract is provided under the Firm-Fixed-Price Level-of-Effort (FFP/LOE) contract type (FAR 16.207). As such the vendor must provide the labor mix specified below:

Labor Category	Base	OY1
Task 5.2 Senior Executive Admin	1,872	1,872
Task 5.3 Senior Operations Specialist/Contract Task Lead	1,872	1,872
5.4 Sr. Congressional & Public Affairs Specialist/Advisor	1,872	1,872
Task 5.5 Senior Data Architecture Specialist/Advisor	1,872	1,872
Task 5.6 Senior PPBE Specialist/Advisor	1,872	1,872
Task 5.7 Senior Reporting Specialist/Manager	1,872	1,872
Task 5.8 Operations Specialist	1,872	1,872
Task 5.9 Operations Specialist (OPTIONAL for Base Year)	(NTE 865)	0

Task 5.9 Operations Specialist (OPTIONAL for	140	
Option Year One)	0	(NTE 3,744)
Labor Total:	13,969	16,848

Where the contractor provides less than all of the specified hours of labor, the contractor may not invoice the Government for the full contract amount. For any hours not provided to the Government, the invoice shall be reduced appropriately to reflect the hours not provided, using the labor rates contained in the contractor's proposal.

1.6.7 <u>Security Requirements</u>: The Contractor shall have a Top Secret Facility Clearance from Defense Counterintelligence & Security Agency (DCSA) at the time of proposal submission, and maintain the level for the life of the contract. The Contractor shall fully comply with all security requirements established for this Contract in the associated "Contract Security Classification Specification" (DoD Form 254). All tasks shall be conducted in full compliance with DoD security regulations. All personnel are required to have a Top Secret/Sensitive Compartmented Information (SCI) clearance with eligibility for immediate access prior to performing work on this contract. Personnel must also maintain eligibility for access to Special Access Programs (SAP) for all tasks. The contractor personnel must maintain this level of security for the life of the contract.

SCI eligibility, as defined by the Intelligence Community Directive (ICD) 704, Eligibility for Access to SCI, and reinforced in the DoD Manual 5105.21, Volume 3 is considered "in scope" for personnel security investigations (Tier 5, Tier 5 Reinvestigation) and access determinations that are void of deviations, conditions, or waivers. ICD 704.4 defines "in scope investigations" as those that are less than seven years old, without a 24 month break in service. To preserve reciprocity, the subject reinvestigation must be in progress within seven years from the completion of the previous investigation.

Security policy for the protection of SAP information will follow the provisions of DoD Directive 5205.07, Special Access Program Policy, and DoD Instruction 5205.11, Management, Administration, and Oversight of DoD SAPs, including associated DoD Manuals 5205.07, Volumes 1 through 4, and applies on all OUSD(I&S) SAP efforts.

Continuous Evaluation (CE): The OUSD(I) Memorandum, "Department of Defense Guidance for the Implementation of Measures to Reduce the Federal Government's Background Investigation Inventory in Fiscal Year 2018", July 27, 2018 allows for the deferment of investigations and enrollment in CE. If a subject appears out of scope consistent with ICD 704, CE enrollment can be confirmed in the Defense Information System for Security (DISS) or Scattered Castles (SC). Once confirmed, the subject's most recent SCI eligibility applies.

The Contractor shall submit a security nomination package to the COR for the personnel assigned to the task order for OUSD(I&S) Security verification prior to performing work on this contract.

In the event that required special accesses are not adjudicated within 45 days for any individual assigned to this task order, the Government will require the Contractor to remove the individual from this task order and provide a replacement meeting the requirements of this PWS.

All contractor personnel shall be required to sign a Classified Information Non-Disclosure Agreement (SF-312).

1.6.7.1 <u>Physical Security:</u> The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

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

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

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

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

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

1.6.9 <u>Contracting Officer Representative (COR)</u>: The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and verbal communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies

both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 <u>Contract Task Lead</u>: The contractor shall provide an on-site contract task lead who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the task lead is absent shall be designated in writing to COR. The on-site contract task lead or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract task lead or alternate shall be available between 0900 and 1500 hours, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.6.11. Contractor Personnel, Disciplines, and Specialties:

An integral part of successful performance under this contract is not only the production of quality products described in Section 5.0 and technical exhibit 1 below, but the qualifications, experience, and responsiveness of contractor personnel in the day-to-day output of work products. While the end product or deliverable is vital to successful performance, day-to-day oversight also includes client interaction and responsiveness. Accordingly, the contractor is required to proactively maintain assigned tasks, and be responsive to all entities with professional business dealings related to the assigned tasks.

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. All personnel supporting this contract shall possess qualifications equal to or superior to the education, certification, and experience requirements specified in this section, unless otherwise approved by the Contracting Officer. The work to be performed herein is considered bona fide professional labor and is exempt from the Fair Labor Standards Act (FLSA).

1.6.11.1 Senior Executive Administrator (PWS Task 5.2)

Required Education and Certification:

• High School Diploma or GED.

Preferred Education and Certification:

- Associates Degree or higher from a regionally accredited institution.
- Certification: Lean Six Sigma Yellow Belt or higher.

Required Skills and Relevant Experience:

- Active TS security clearance with immediate SCI eligibility upon award.
- Senior level executive assistance or administrative management experience within the past three years.
- Experience with federal government management and processes.
- Familiarity with Microsoft Office.

Preferred Skills and Relevant Experience:

• Minimum 5 years senior level executive assistance or administrative management experience.

- Experience with preparing travel arrangements, assisting with developing travel reports and travel vouchers to ensure reimbursement for expenses incurred, arranging official local transportation and assisting with acquisition and renewal of parking permits.
- Experience with the Correspondence and Task Management System (CATMS) and the Joint Staff Action Processing (JSAP) system. This includes the actual use of these systems to staff packages within the DoD.
- Familiarity with the Defense Agencies Initiative (DAOI) Portal or its equivalent.
- Experience working in a classified space handling and maintaining accountability of classified correspondence and other materials. This includes experience disposing of and maintaining records in accordance with the federal records disposition schedule.
- Have the ability to work in a fast-paced, dynamic environment with tight deadlines and competing requirements. Strong organizational, planning, and time management skills.
- Strong written and oral communications skills. Have the ability to identify stakeholders, foster collaboration, lead groups, develop and advocate positions, and negotiate compromises in a multifunctional environment.
- Ability to develop and maintain personal and professional contacts with senior civilian and military leaders and officials within DoD, the IC, interagency, National Security council, executive branch appointees, members of Congress and their respective staffs, and other government agencies.
- Understanding of Washington Headquarters Service correspondence management division guides, manuals, and requirements.

1.6.11.2 Senior Operations Specialist/Contract Task Lead (PWS Task 5.3)

Required Education and Certification:

• Degree: Bachelor's degree from a regionally accredited institution

Preferred Education and Certification:

- Degree: Master's degree from a regionally accredited institution
- Certification: Project Management or Program Management Professional
- Certification: Lean Six Sigma Green or Black Belt

- Active TS security clearance with immediate SCI eligibility upon award
- Experience with contract management, oversight, & execution.
- Minimum of 5-10 years of senior level operations management, administrative management, or project management experience.
- Minimum 5 years of experience leading, directing, managing, or supervising subordinates.
- Ability to work in a fast-paced, dynamic environment with tight deadlines and competing requirements. Strong organizational, planning, and time management skills.
- Experience in and knowledge of policy development, program oversight, guidance, capabilities development, and resourcing requirements.
- Strong written and oral communications skills. Have the ability to identify stakeholders, foster collaboration, lead groups, develop and advocate positions, and negotiate compromises in a multifunctional environment.
- Ability to support management and oversight of sensitive DoD and IC compartmented programs.

- Knowledge and experience with the Planning, Program, Budgeting, and Execution (PPBE) phases of the DoD budget.
- Knowledge and experience with Operation & Maintenance and Research, Development, Test & Evaluation appropriations.

Preferred Skills and Relevant Experience:

- Ten or more years of senior level operations management, administrative management, or project management experience.
- Five or more years leading, directing, managing, or supervising subordinates.
- Expert knowledge of DoD, Intelligence Community (IC), and NDFDAs and their functional relationships, programs, and policies.
- Ability to develop and maintain personal and professional contacts with senior civilian and military leaders and officials within DoD, the IC, interagency, National Security council, executive branch appointees, members of Congress and their respective staffs, and other government agencies.
- Experience in leading groups, negotiating compromises, and influencing key leaders, customers and stakeholders involving problems or public policy issues that have great sensitivity, including national or international consequence.
- Understanding of and experience with airborne operations, range and airspace management, airspace deconfliction and aircraft systems.
- Understanding of and experience with the Intelligence Tasking, Collection, Processing, Exploitation, Dissemination (TCPED) process.

1.6.11.3 Senior Congressional and Public Affairs Specialist/Advisor (PWS Task 5.4)

Required Education and Certification:

• Degree: Bachelor's degree from a regionally accredited institution

Preferred Education and Certification:

• Degree: Master's degree from a regionally accredited institution, with a focus on Communications, Political Science, Psychology, English or relevant field.

- Active TS security clearance with immediate SCI eligibility upon award
- Experience working in a fast-paced, dynamic environment with tight deadlines and competing requirements. Strong organizational, planning, and time management skills.
- Strong written and oral communications skills. Have the ability to identify stakeholders, foster collaboration, lead groups, develop and advocate positions, and negotiate compromises in a multifunctional environment.
- Senior level operations management, administrative management, or project management experience within the past five years.
- Demonstrated understanding of DoD interactions with the Executive Office of the President, Congress, the Office of the Director of National Intelligence, the IC and other U.S. Government entities
- Minimum of 5-10 years of experience in collecting, reviewing, assessing and managing congressional information, correspondence and documentation or in drafting legislation and legislative appeals, analyzing legislative proposals and enacted legislation.
- Demonstrated understanding of legislative processes and procedures and Congressional organizations and relationships.

Preferred Skills and Relevant Experience:

- Professional experience in public affairs, with responsibility for advocacy campaigns or developing public affairs or communications strategies.
- Minimum of 5-10 years of experience preparing personnel for hearings, staff reviews, GAO audits, public engagements or other congressional activities.
- Ten or more years of demonstrated experience in collecting, reviewing, assessing and managing congressional information, correspondence and documentation.
- Ten or more years of demonstrated experience drafting legislation and legislative appeals, analyzing legislative proposals and enacted legislation
- Ability to develop and maintain personal and professional contacts with senior civilian and military leaders and officials within DoD, the IC, National Security council, executive branch appointees, members of Congress and their respective staffs, and other Non-DoD Federal Departments and Agencies (NDFDAs).
- Knowledge and experience with the Planning, Program, Budgeting, and Execution (PPBE) phases of the DoD budget and with the Congressional appropriations process.

1.6.11.4 Senior Data Architecture Specialist/Advisor (PWS Task 5.5)

Required Education and Certification:

• Degree: Bachelor's degree in Computer Science or Software Engineering from a regionally accredited institution

Preferred Education and Certification:

- Degree: Master's degree from a regionally accredited institution
- Certification: Project Management or Program Management Professional
- Certification: Lean Six Sigma Green or Black Belt

- Active TS security clearance with immediate SCI eligibility upon award
- Senior level operations management, administrative management, or project management experience within the past five years
- Ability to work in a fast-paced, dynamic environment with tight deadlines and competing requirements. Strong organizational, planning, and time management skills.
- 5-10 years of professional and technical experience as a Data Architect, Data Engineer, or related role developing data models and architectural solutions.
- Knowledge of developing and using data standards comprising common formats, representation, definition, structuring, manipulation, tagging, transmission, use, and management of data
- 5-10 years of experience designing, developing, and implementing business applications from business concept through to production
- 5-10 years of experience working with data programming languages (Python, Java, SQL, etc.) and data orchestration and integration pipelines
- Knowledge of cloud computing platforms similar to Amazon Web Services, Azure or equivalent.
- Understanding of software development lifecycle including Agile and traditional project management and delivery methodologies

- Strong written and oral communications skills. Have the ability to identify stakeholders, foster collaboration, lead groups, develop and advocate positions, and negotiate compromises in a multifunctional environment.
- Strong math and analytical skills.

Preferred Skills and Relevant Experience:

- Ten or more years of professional and technical experience as a Data Architect, Data Engineer, or related role developing data models and architectural solutions at the enterprise level.
- Ten or more years of experience designing, developing, and implementing business applications from business concept through to production.
- Ten or more years of experience designing and implementing large-scale solutions that empower business data and enterprise information and data solutions
- Expert level knowledge of developing and using data standards comprising common formats, representation, definition, structuring, manipulation, tagging, transmission, use, and management of data.
- Ten or more years of experience working with data programming languages (Python, Java, SQL, etc.) and data orchestration and integration pipelines.
- Ten or more years of experience with cloud computing platforms similar to Amazon Web Services, Azure or equivalent.
- Demonstrated math and analytical skills.
- Strong consulting and communication skills.
- Ten or more years of experience with software development lifecycle including Agile and traditional project management and delivery methodologies.
- Ability to define, maintain, and manage architecture models and artifacts (e.g. current and future state application architecture diagrams, data models, etc.).
- Knowledge of DoD, Intelligence Community (IC), and interagency organizations and their functional relationships, programs, and policies.
- Specific experience leading groups, negotiating compromises, and influencing key leaders, customers and stakeholders involving problems or public policy issues that have great sensitivity, including national or international consequence.

1.6.11.5 Senior PPBE Specialist/Advisor (PWS Task 5.6)

Required Education and Certification:

• Degree: Bachelor's in Business Administration or related field.

Preferred Education and Certification:

• Degree: Master's degree in Business Administration or related field

- Active TS security clearance with immediate SCI eligibility upon award
- Minimum of 10 years of financial management analysis experience that includes experience with Planning, Program, Budgeting, and Execution (PPBE) phases of the DoD budget, experience with Budget Justification documentation development, and experience with Operations & Maintenance and Research, Development, Test & Evaluation appropriations
- Knowledge of the Congressional budget process
- Ability to work in a fast-paced, dynamic environment with tight deadlines and competing requirements. Strong organizational, planning, and time management skills.

• Strong written and oral communications skills. Have the ability to identify stakeholders, foster collaboration, lead groups, develop and advocate positions, and negotiate compromises in a multifunctional environment.

Preferred Skills and Relevant Experience:

- Ten or more years of experience supporting the Intelligence Enterprise and the organizations and missions of OUSD(I&S), the Director National Intelligence (DNI), Joint Chiefs of Staff, Combatant Commands, Military Services, Defense Agencies, and/or the DoD IC.
- Familiarity with the Defense Agencies Initiative (DAOI) Portal or its equivalent.

1.6.11.6 Reporting Support (Senior Reporting Manager, 1 FTE) (PWS Section 5.7) Required Education and Certification:

• Associates Degree or higher from a regionally accredited institution.

Preferred Education and Certification:

- Post graduate degree.
- Student editor of academic journal.

Required Skills and Relevant Experience:

- Active TS security clearance with immediate SCI eligibility upon award.
- Minimum of 5 years of experience editing and/or writing executive level reports, responses to congressional inquiries, or conducting industry research.

Preferred Skills and Relevant Experience:

- Prior role as an editor/managing editor of an academic journal or trade publication.
- Experience preparing written responses to Congress.
- Have the ability to create reports integrating data and narratives into visually appealing coherent stories.
- Experience creating written products based on collaboration across numerous stakeholders.

1.6.11.7 Operations Specialist (PWS Task 5.8 and 5.9)

Required Education and Certification:

• Bachelor's degree from a regionally accredited institution.

Preferred Education and Certification:

• Post graduate degree.

Required Skills and Relevant Experience:

- Active TS security clearance with immediate SCI eligibility upon award.
- Recent experience responding to Freedom of Information Act Requests (FOIA) on behalf of federal government agencies.

Preferred Skills and Relevant Experience:

• Demonstrable experience with the Privacy Act as applied to systems of record and the subsequent release of records pursuant to FOIA requirements.

- Familiarity with FOIA legislation, policies, and processes to include: 5 USC 552, as amended, DoDM 5400.07, "DoD Freedom of Information Act (FOIA) Program," January 25, 2017 and DoD FOIA request processing to include SD Form 472.
- Experience handling requests requiring researching problem areas, writing reports or other documents, inputting, deleting, retrieving, manipulating, and correcting information in automated databases or electronic records.
- Familiarity with Adobe Pro and redaction capabilities specifically, use of the FOIA redaction criteria.
- Prior experience with the Correspondence and Task Management System (CATMS) to route and staff packages within the DoD.
- Experience with classified information to include derivative classification requirements, original classification authority processes, and the process for declassifying information.
- Ability to support management and oversight of sensitive DoD and IC compartmented programs.
- Demonstrated ability to work in a fast-paced, dynamic environment with tight deadlines and competing requirements. Strong organizational, planning, and time management skills.
- Strong written and oral communications skills. Have the ability to identify stakeholders, foster collaboration, lead groups, develop and advocate positions, and negotiate compromises in a multifunctional environment.
- Ability to develop and maintain personal and professional contacts with senior civilian and military leaders and officials within DoD, the IC, interagency, National Security council, executive branch appointees, members of Congress and their respective staffs, and other government agencies.
- Ability to lead groups, negotiate compromises, and influence key leaders, customers and stakeholders involving problems or public policy issues that have great sensitivity, including national or international consequence.

1.6.12 <u>Key Personnel</u>: Personnel supporting tasks 5.3, 5.4, 5.5, and 5.8 are considered key personnel by the government. Before replacing any individual designated as Key by the Government, the Contractor shall notify the Contracting Officer **no less than 10 business days in advance**, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the key person being replaced, unless otherwise approved by the Contracting Officer. **The Contractor shall not replace Key Contractor personnel without written approval from the Contracting Officer**.

1.6.13 <u>Identification of Contractor Employees</u>: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents, reports, and correspondence (e.g. email) produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.14 <u>Contractor Travel:</u> Contractor personnel may be required to travel CONUS, OCONUS, and within the NCR during the performance of this contract to attend meetings, conferences, training, staff assistance visits, and liaison support. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the

limitation of funds specified in this contract. All travel requires Government approval/authorization and must be authorized in advance by the COR. Contractor travel within 50 miles of the NCR is not considered reimbursable.

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

In addition to the NDA required as a condition of access to classified information (para 1.6.7.), contractor personnel engaged in delivering support services to OUSD(I&S) will sign a NDA to protect and prevent access to and disclosure of nonpublic information

1.6.16 <u>Phase out Period</u>: The Contractor shall provide a phase-out plan within sixty (60) days prior to expiration of this contract. The Contractor shall maintain complete documentation accessible to designated Government representatives as the Government directs. The Contractor will work with Government personnel and the incoming contractor to transfer knowledge, information and documentation for all projects and tasks related to this contract.

The information and documentation to be transferred includes but is not limited to:

- Historical Files
- Current Work/Staff Packages
- File Management Plan
- SOPs/TTPs developed or maintained by the contractor.
- Assessment of potential transition risks, issues, and mitigation strategies.

1.6.17 <u>Limitation on Subcontracting Reporting</u>: The contractor shall comply with FAR 52.219-14, Limitation of Subcontracting, that is listed in the contract and submit a yearly report at the end of each period of performance.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

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

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

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

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

2.1.5. DELIVERABLE. Anything that can be physically delivered, but may include nonmanufactured things such as meeting minutes or reports.

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

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

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

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

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

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

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

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

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AARO	Airborne Object Identification and Management Synchronization Group
BCTF	Boards, Commissions, and Task Forces
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DD Form 254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
EM	Enterprise Management Directorate
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
ODNI	Office of the Director of National Intelligence
OUSD(I&S)	Office of the Under Secretary of Defense for Intelligence & Security
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SUA	Special Use Airspace
TE	Technical Exhibit
UAP	Unidentified Aerial Phenomena
WHS	Washington Headquarters Services

PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. <u>GOVERNMENT FURNISHED ITEMS AND SERVICES</u>: Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, and consumable and general purpose office supplies) will be provided while working in Government facilities. The Government will provide information, material and forms unique to the Government for supporting the task. All Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

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

PART 5 SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide services for administrative, security, policy, analytic, operations, knowledge management, legislative affairs, public affairs, reporting, and planning, programming, budgeting and execution) support to the AARO. The contractor shall perform the tasks listed below.

5.2. Executive Administrative Support (Senior Executive Administrator, 1 FTE)

In support of the AARO, the contractor shall:

- Serve as the front facing point of contact for the AARO, ensuring external engagements are accomplished in a timely and professional manner.
- Maintain AARO leadership's daily calendars, and arrange meetings, conferences, and videoteleconferences to include actual meeting management, recording minutes, and maintaining invitations and attendee contact rosters.
- Prepare and oversee travel arrangements for AARO personnel, assist with developing travel reports and travel vouchers ensuring reimbursement for expenses incurred, and assist with acquisition and renewal of parking permits.
- Review, monitor, and report the status of action item, activities, and products using the Correspondence and Task Management System (CATMS) and Joint Staff Action Processing (JSAP) System.
- Answer phones, maintain office files and the office filing system, and track action items in the OUSD(I&S) suspense portal; use knowledge of administrative management, automation equipment, and/or various software packages to input, retrieve, compile, and manage information.
- Maintain records for control and accountability of classified correspondence, and other material received in the office, making distribution to appropriate members of the AARO staff. Tasks may include ensuring all office records are marked, filed, and retained in accordance with the federal records disposition schedule approved by the National Archives and Records Administration
- Provide staffing support to action officers for all required correspondence actions (e.g., formal letters, memorandum, read-ahead briefing/meeting packages, activity reports, senior leadership reports, and travel/training/personnel documents).
- Ensure documents are prepared in the appropriate DoD format Documentation shall be clear, concise, and valid to also include substantive editing to ensure document organization and quality is within OSD standards. Tasks may include technical writing/editing, editorial consultation, proofreading, or overall documentation review.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval.
- Arrange for official local transportation, reimbursement for expenses incurred, and renewal of parking permits.
- Serve as the administrative point of contact for the AARO in a sensitive compartmented information facility (SCIF). Tasks may include monitoring access to SCIF, preparing and

maintaining essential logistic and security requirements for the SCIF, and other administrative and facility related office management tasks.

5.3. Strategy, Plans, and Policy Support (Senior Operations Specialist/Contract Task Lead, 1 FTE – Key Person)

In support of the AARO, the contractor shall

- Assist AARO leadership in the development and promulgation of strategy, plans, and policy for AARO operations, activities, and investments across all lines of effort.
- Assist AARO leadership in orchestrating DoD-wide execution of AARO lines of effort, including site visits, organizing subject-specific meetings, working groups and events and coordinating additional activities necessary to achieve the AARO mission.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval. Develop and maintain positive working relationships with counterparts and stakeholders across the DoD, including the Joint Staff, other OSD organizations, DoD Components, Military Departments, and Combatant Commands, and with other U.S. Government Departments and Agencies, including ODNI, the Federal Aviation Administration, the Department of Homeland Security, the Federal Bureau of Investigation, the Department of Energy and the National Aeronautics and Space Administration.
- Produce and coordinate reports, briefings and other products that detail AARO-related operations, activities, and investments and disseminate, following Government approval, for Congressional and Senior Executive Branch officials.
- Provide and coordinate support for the establishment, management, and activities of the Airborne Object Identification and Management Executive Council (AOIMEXEC)
- Serve as the primary contractor point of contact for AARO leadership regarding contractor personnel related issues, including serving as an interlocutor with the contract Program Manager and the COR
- Assist AARO leadership with the assignment of contractor personnel required to accomplish key tasks identified by AARO leadership.
- Ensure timeliness and accuracy of deliverables associated with all tasks listed in Para 5 of the PWS consistent with the performance requirements in TECHNICAL EXHIBIT 1

5.4. Congressional Affairs, Public Affairs, and FOIA Support (Senior Congressional and Public Affairs Specialist/Advisor , 1 FTE – Key Person)

In support of the AARO, the contractor shall

- In coordination with OSD Legislative Affairs (OSD/LA), OUSD(I&S) Congressional Affairs, the Assistant to the Secretary of Defense for Public Affairs (ATSD/PA), and other DoD stakeholders, provide subject matter expertise and analysis to review, interpret, and monitor Congressional Affairs, Public Affairs, and Freedom of Information Act (FOIA) processes, issues, and interests, for topics relevant to the AARO.
- Advise, support, coordinate, and prepare the AARO Director, and other officials for external engagements with the Executive Office of the President, National Security Council, non-DoD Federal Departments and Agencies, Foreign Partners, and U.S. or foreign publics.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval.

5.4.1. Congressional Affairs. In coordination with OSD/LA, OUSD(I&S) Congressional Affairs, and other stakeholders:

- Research, review, interpret, and monitor Congressionally Directed Actions, reporting requirements, and Congressional authorizations and appropriations.
- Research, review, interpret, and monitor past, current and draft legislation for topics relevant to AARO.

- Support the DoD review of draft and pending legislation related to the AARO mission
- Support the development, review, approval, submission, and monitoring of Legislative Proposals.
- Support the preparation, review, coordination, and approval of briefings, reports, updates, hearings, and notifications to Congress.
- Prepare Senior Officials for meetings with Congressional committees and staff members.
- 5.4.2. Public Affairs (PA). In coordination with ATSD/PA and other stakeholders:
- Support the development and coordination of PA talking points and PA plans.
- Support the development and coordination of responses to media queries, requests from media, and preparation and scheduling for media engagements.
- Shape AARO public affairs strategy and synchronize AARO internal, congressional, and public messaging with broader DoD themes.

5.5. Data Architecture Support (Senior Data Architecture Specialist/Advisor, 1 FTE - Key Person)

In support of the AARO, the contractor shall

- Serve as the data architecture, knowledge management focal point, and Senior advisor responsible for creating, coordinating and managing diverse information systems up to and including information requiring compartment and special access protection.
- Provide technical expertise, advice, and support for the development and delivery of enterprise data architecture strategies including data modeling, design, data engineering and implementation solutions to meet enterprise level data architecture challenges.
- Provide technical expertise, advice, and support for the design, coordination, management and implementation, and oversight of a common analytical platform capable of using compartmented and special access information, to include DoD-wide efforts to gain system accreditation.
- Provide technical expertise, advice, and support for the design, coordination, management, implementation, operation, and oversight of a common operational reporting system.
- Provide technical expertise, advice, and support required to ensure that UAP incident reporting is appropriately cataloged, stored, curated and maintained, to include sensor data from multiple platforms and data at multiple classification levels.
- Provide technical expertise, advice, and support required to design, coordinate, develop, deliver, manage and assess data analysis and visualization tools to support tracking, evaluation, analysis and reporting of UAP incidents.
- Review, evaluate and recommend to the AARO Director best-of-breed, off-the-shelf and other government-procured information technology solutions to meet AARO technical challenges.
- Support the technical oversight of AARO sponsored RDT&E projects and activities.
- Support the identification of disparate data-sources and data sharing requirements necessary to coordinate data import and exchange with DoD Components, the Intelligence Community, and NDFDAs
- Provides technical expertise, advice, and support required to identify, recommend, and implement Artificial Intelligence/Machine Learning (AI/ML) technologies to improve data management and analysis support for the AARO mission.
- Develop and establish positive working relationships with the OUSD(I&S) Special Access Program Central Office, the Special Security Office, the Office of the Director of National Intelligence and the Combat Support Agencies.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval.

5.6. Planning, Programming, Budgeting and Execution (PPBE) Support (Senior PPBE Specialist/Advisor, 1 FTE)

In support of the AARO, the contractor shall

- Provide sound, accurate, and timely budget and program analysis and advice.
- Support and advise AARO for planning, programming, budgeting and execution (PPBE) activates to inform Dir IPMO decisions and recommendations,
- Support AARO preparation and participation in PPBE related processes and working groups to inform Dir IPMO decisions and recommendations.
- In coordination with the OUSD(I&S) budget office, support all budget and cost analysis activities for the AARO to include the drafting, preparation, coordination, and submission of related documents products and presentations for DIR IPMO review and decision.
- Monitor AARO resources and expenditures and coordinate the transfer of funds to other DoD Components in support of mission objectives as approved by the DIR IPMO.
- Support AARO planning, preparation, and submissions for out-of-cycle funding to resource AARO unfunded requirements (UFR) for DIR IPMO review and decision.
- Support the preparation, coordination, and delivery of an annual report for AARO appropriations, obligations, expenditures and transfers to DoD and ODNI Senior Leadership and Congress for DIR IPMO review and decision.
- Develop and maintain positive working relationships with counterparts across the DoD, including the Joint Staff, other OSD organizations, DoD Components, Military Departments, and Combatant Commands.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for DIR IPMO review and decision.

5.7. Reporting Support (Senior Reporting Manager, 1 FTE -)

In support of the AARO, the contractor shall

- Support the production, coordination, and dissemination of reports and briefings that detail AARO operations, activities and investments for Congress and Senior Executive Branch officials.
- Support the production, coordination, and dissemination required to respond to Congressionally-directed actions and reporting requirements.
- Assist AARO leadership with drafting, editing, and coordinating DoD and IC-wide inputs for required reports, briefings, information papers, issue papers, and other products as required.
- Edit, redact and publish AARO strategy and planning documents in support of AARO leadership.
- Create and maintain metrics, graphics and charts to accurately and concisely display required data within reports and in support of AARO, OUSD(I&S), DoD and ODNI leadership.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval.
- Coordinate working groups and editorial boards to support the production and editing of AARO, DoD and ODNI reports on UAP or on AARO-related activities.
- Develop and maintain positive working relationships with counterparts across the DoD, the IC, and the interagency, including the Joint Staff, DoD Components, ODNI, and non-DoD Federal departments and agencies.

5.8 Operations Support (Operations Specialist, 1 FTE)

In support of the AARO, the contractor shall

• In coordination with the Freedom of Information Act (FOIA) office and other stakeholders, support AARO Director in the management of and response to FOIA request actions, including: review of requests to ensure appropriate tasking; submitting search requests;

reviewing search results for exempted content; coordinating approval for release of materials, and tracking FOIA requests and maintain metrics related to status, cost, and time.

- Assist AARO leadership in the development and promulgation of strategy, plans, and policy for AARO operations, activities, and investments across all lines of effort.
- Assist AARO leadership in orchestrating DoD-wide execution of AARO lines of effort, including site visits, organizing subject-specific meetings, working groups and events and coordinating additional activities necessary to achieve the AARO mission.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval.
- Develop and maintain positive working relationships with counterparts across the DoD, including the Joint Staff, other OSD organizations, DoD Components, Military Departments, and Combatant Commands, and with other U.S. Government Departments and Agencies, including ODNI, the Federal Aviation Administration, the Department of Homeland Security, the Federal Bureau of Investigation, the Department of Energy and the National Aeronautics and Space Administration.
- Produce and disseminate reports, briefings and other products, approved by the AARO Director, that detail AARO-related operations, activities, and investments for Congress and Senior Executive Branch officials.

5.9 Operations Support (Operations Specialist) (OPTIONAL TASK – Not to Exceed .46 FTE in the base year and not to exceed 2 FTE in Option Year 1)

In support of the AARO, the contractor shall

- Assist AARO leadership in the development and promulgation of strategy, plans, and policy for AARO operations, activities, and investments across all lines of effort.
- Assist AARO leadership in orchestrating DoD-wide execution of AARO lines of effort, including site visits, organizing subject-specific meetings, working groups and events and coordinating additional activities necessary to achieve the AARO mission.
- Develop and coordinate OSD staff packages, including for time-sensitive requirements, for Senior Leader support and approval.
- Develop and maintain positive working relationships with counterparts across the DoD, including the Joint Staff, other OSD organizations, DoD Components, Military Departments, and Combatant Commands, and with other U.S. Government Departments and Agencies, including ODNI, the Federal Aviation Administration, the Department of Homeland Security, the Federal Bureau of Investigation, the Department of Energy and the National Aeronautics and Space Administration.
- Produce and disseminate reports, briefings and other products, approved by the AARO Director, that detail AARO-related operations, activities, and investments for Congress and Senior Executive Branch officials.
- In coordination with the Freedom of Information Act (FOIA) office and other stakeholders, support AARO Director in the management of and response to FOIA request actions, including: review of requests to ensure appropriate tasking; submitting search requests; reviewing search results for exempted content; coordinating approval for release of materials, and tracking FOIA requests and maintain metrics related to status, cost, and time.

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

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

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

- 7.1. Attachment 1/Technical Exhibit 1 Performance Requirements Summary
- 7.2. Attachment 2/Technical Exhibit 2 Deliverables Schedule
- 7.3. Attachment 3/Technical Exhibit 3 Estimated Workload Data

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1. The contractor shall provide qualified personnel consistent with the criteria provided in para 1.6.11 to successfully perform the tasks outlined in PWS Paragraph 5, and other requirements of this PWS.	All contractor personnel possess the skills and experience required to perform the required tasks as specified in the PWS.	All contractor personnel are functional users of OUSD(I&S) systems and processes within 2 weeks of their start date. The Contractor's work products are suitable to support the full range of tasks specified in the PWS. The contractor's personnel are qualified and adept at presenting clear, concise, and complete professional work products free of substantive errors, political conclusions, or personal/individual bias.	Periodic Surveillance by COR/GPOC or Validated Customer Complaint received by COR.
PRS # 2 The contractor shall manage Key Personnel according to para 1.6.12 of the PWS.	Timelines in para 1.6.10 are met with no more than a10 business daygap in support for any key positions.	100%	Periodic Surveillance by COR/GPOC or Validated Customer Complaint received by COR.

PRS # 3	Contractor personnel will meet	100%	Periodic
The contractor shall ensure	suspense's established by the PWS,		Surveillance
timeliness and accuracy of	GPOC or Contract Task Lead on		by
deliverables associated with all	behalf of the GPOC. Work product		COR/GPOC
tasks listed in Para 5 of the PWS or	will be clear, concise, well written and		or
other deliverables specified in the	complete. Deliverables will be 99%		Validated
PWS.	free of grammatical errors or		Customer
	misspellings, free of substantive errors,		Complaint
	political conclusions or		received by
	personal/individual bias. No more than		COR.
	2 submissions for rework per		A contract of the part of the part
	deliverable. Editorial and		
	typographical errors should be few.		
PRS #4 The contract manager or	The contract manager will be	100%	Surveillance
alternate contract manager shall be	responsive in acknowledging urgent		by
available and responsive as	matters on the same business day as		COR/GPOC.
stipulated in para 1.6.10	notified by the COR or Government		
	Program Manager (or representative)		
	or no later than noon of the next		
	business day. For routine matters		
	acknowledgement will be within 2		
	business days.		
PRS # 5	The contractor will provide a phase out	100%	Phase-Out
The contractor shall meet the phase	plan no later than 60 days before the		Meeting
out requirements stipulated in para	end of the contract and will work with		and
1.6.16	Government personnel and the		Surveillance
	incoming contractor to support a		by
	smooth transition.		COR/GPOC

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

DELIVERABLE	FREQUENCY	<u># OF COPIES</u>	MEDIUM/FORMA T	SUBMIT TO
Monthly Status Report (MSR) per para 1.6.1	By the 10 th of every month.	One	MS Word/Softcopy	COR via email
Quality Assurance Plan (QAP) per para 1.6.1	The contractor will deliver a QAP to the COR no later than 30 days following award of contract	One	MS Word/Softcopy	COR via email
Non-Disclosure Agreement (Security) per para 1.6.7	Once when in processing or as directed.	One	PDF/Softcopy	OUSD(I&S) Security Officer during in processing Security Briefing
Non-Disclosure Agreement (Nonpublic Information) per para 1.6.15	Once when in processing or as directed.	One	PDF/Softcopy	COR via email
Phase out Plan per para 1.6.16	Once, NLT 60 days prior to end of contract	One	MS Word/Softcopy	COR via email
Limitation on Subcontracting Yearly Reporting 1.6.17	The last month of the period of performance of the base period	One	MS Word/Softcopy	COR/CO via email

TECHNICAL EXHIBIT 3 ESTIMATED WORKLOAD DATA

This technical exhibit lists the estimated workload data, i.e., the hours performed under the PWS by labor category. AARO is a new organization and no historical workload data exists. This estimate is based on Government assessment of continued support based on like-kind work in OUSD(I&S). The vendor should be prepared to increase quantities within the scope of this PWS if directed by the contracting officer.

PWS Item	Labor Category	FTEs	Hours
5.2	Senior Executive Administrative Support	1	1872
5.3	Senior Operations Specialist /Contract Task Lead	1	1872
5.4	Senior Congressional and Public Affairs Specialist/Advisor	1	1872
5.5	Senior Data Architecture Specialist/Advisor	1	1872
5.6	Senior PPBE Specialist/Advisor	1	1872
5.7	Senior Reporting Specialist/Manager	1	1872
5.8	Operations Specialist	1	1872
5.9	Operations Specialist (OPTIONAL for Base Year)	0 (NTE .46 FTE)	0 (NTE 865)
5.9	Operations Specialist (OPTIONAL for Option Year 1)	0 (NTE 2 FTE)	0 (NTE 3744)

SOLICITATION, O	FFER AND AWA	ARD	1. THIS CO UNDER D		T IS A RATED ORI CFR 700)	DER	RATING	PAGE OF	PAGES 51
2. CONTRACT NO.	3. SOLICITATION NO. HQ003422R0192	4. TYPE OF S [] SEALE [X] NEGOT	D BID (IFB		5. date issued 07 Jul 2022	6. REQUISITIO	N/PURCHASE NO.		
7. ISSUED BY WHS - ACQUISITION DIRECTORATE	CODE	1			RESS OFFER TO	(Ifother than	ltem7) Co	ODE	
WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350-0002	TEL:			S	ee Item 7		TEL:	5	
	FAX:						FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
			SOLIC						
9. Sealed offers in original and handcarried, in the depository loc	cated in					until _	(Hour) local ti	ime (Date)	
CAUTION - LATE Submissions, conditions contained in this solici		drawais: See	Section L	, Provi	sion No. 52.214	-/ or 52.215-1.	All offers are subj	ect to all terms	and
10. FOR INFORMATION A. NAME	22 20 10 m.	B. TEI	LEPHONE	(Include	area code) (NO C	COLLECT CALLS)	C. E-MAIL ADDRESS	6	
CALL: RAINIE WI	ELLS	202	2-913-5746			r	ainie.wells.civ@mail.mil		
Constant Program 1					ONTENTS				
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	THE SCHEDULE		×				RACTCLAUSES		45 00
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C DESCRIPTION/ SPECS			X		LIST OF ATTA		HIBITS AND UT	IEK ATIAU II	27
D PACKAGING AND MA				5 11			ONS AND INSTR	UCTIONS	161
X E INSPECTION AND AC		9	x	K I		IONS, CERTIFI			
X F DELIVERIES OR PERF	ORMANCE	10 - 1	11	K (OTHER STATE	MENTS OF OFF	ERORS		28 - 39
X G CONTRACT ADMINIS		12 - 1		- C2015 - Y			ESTO OFFEROR:	S	40 - 49
H SPECIAL CONTRACT		FEED (Mar	X			FACTORSFOR	AWARD		50 - 51
NOTE: Item 12 does not apply i					pleted by offer		â		
 In compliance with the above is inserted by the offeror) from each item, delivered at the design 13. DISCOUNT FOR PROMPT F 	the date for receipt of of nated point(s), within the	fers specified	l above, to	o furnis	h any or all item				
(See Section I, Clause No. 52.									
14. ACKNOWLEDGMENT OF A (The offeror acknowledges re		AME	NDMENT	NO.	DATE	AMI	ENDMENT NO.	DAT	E
to the SOLICIT AT ION for o documents numbered and date	fferors and related				-			-	
15A. NAME	CODE	-	FACIL	ITY		16. NAME AND	TITLE OF PERS	ON AUTHORI	ZED TO
AND ADDRESS OF OFFEROR						SIGN OFFEI	R (Type or print)		
15B. TELEPHONE NO (Include		IECK IF REMIT S DIFFERENT F UCH ADDRESS	ROM ABO	VE - EN	Same and	17. SIGNATUR	Е	18. OFFER	DATE
		in the second	tram Malitar G	1. S.	pleted by Gove	rnment)		31 1	
19. ACCEPTED AS TO ITEMS NUMBE	RED 20. AMO			e com		NG AND APPROPE	RIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()					Provide a software and the second states of the	INVOICES TO A otherwise specified)	ADDRESS SHOWN	IN ITEM	
24. ADMINISTERED BY (Ifother than I	tem7) CO	DE			25. PAYMENT	WILL BE MADE BY	r	CODE	
26. NAME OF CONTRACTING OFFICER	i Datatesiine tealantean				27. UNITED STA	ATES OF AMERICA		28. AWARD I	DATE
TEL:	EMAIL:			2		e of Contracting Office	2122141		
IMPORTANT - Award will be ma Previous Edition is Unusable	ide on this Form, or on S	tandard Form	<u>1 26, or b</u> 33-134	y other	authorized offic	al written notic		ARD FORM 33 (REV	7. 9-97)

33-134

ITEM NO 0001	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid accordance with Section 5 attached documents and al FOB: Destination R499	.2 of the Performar	nce Work Statem ts listed in this d TOT EST	nent (PWS), the	AMOUNT
ITEM NO 0002	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid accordance with Section 5 attached documents and al FOB: Destination R499	.3 of the Performan	nce Work Statem ts listed in this d TOT EST	nent (PWS), the	AMOUNT
ITEM NO 0003	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid Support Services in accord Statement (PWS), the attac document.	QUANTITY 1,872 de Congressional A lance with Section	5.4 of the Perfor	mance Work	AMOUNT

FOB: Destination R499

TOT ESTIMATED PRICE CEILING PRICE

ITEM NO SUPPLIES/SERVICES

Hours

UNIT

AARO Support Services LH The contractor shall provide Data Architecture Support Services in accordance with Section 5.5 of the Performance Work Statement (PWS), the attached documents and all other requirements listed in this document. FOB: Destination R499

1,872

TOT ESTIMATED PRICE CEILING PRICE

UNIT PRICE

ITEM NO SUPPLIES/SERVICES **ESTIMATED** UNIT UNIT PRICE AMOUNT QUANTITY 0005 1,872 Hours AARO Support Services LH The contractor shall provide Planning, Programming, Budgeting and Executive Support Services in accordance with Section 5.6 of the Performance Work Statement (PWS), the attached documents and all other requirements listed in this document. FOB: Destination R499

TOT ESTIMATED PRICE CEILING PRICE AMOUNT

ESTIMATED QUANTITY

0004

ITEM NO 0006	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provi Section 5.7 of the Perform and all other requirements FOB: Destination R499	nance Work Staten	nent (PWS), t iment.	AMOUNT
ITEM NO 0007	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provi Section 5.8 of the Perform and all other requirements FOB: Destination R499	nance Work Staten	nent (PWS), t iment.	AMOUNT
ITEM NO 0008	SUPPLIES/SERVICES AARO Support Services (LH The contractor shall provi Section 5.9 of the Perform and all other requirements FOB: Destination R499	de Operations Sup nance Work Staten	nent (PWS), t iment.	AMOUNT

ITEM NO 0009	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE Lot Contractor Travel T&M In accordance with FAR 31.205-46, Travel Cost, the contractor shall provide travel support in accordance with Section 1.6.13 of the Performance Work Statement, attached documents, and all other requirements listed in this document. FOB: Destination						
	TOT ESTIMATED PRICE CEILING PRICE						
ITEM NO 1001 option	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provid accordance with Section 5 attached documents and al FOB: Destination R499	.2 of the Performa	nce Work Stants listed in th	atement (PWS), the	AMOUNT		
ITEM NO 1002 Option	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provide accordance with Section 5 attached documents and al FOB: Destination R499	.3 of the Performa	nce Work Sta nts listed in th	atement (PWS), the	AMOUNT		

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT				
1003		1,872	Hours						
OPTION	AARO Support Services								
	The contractor shall provide Congressional Affairs, Public Affairs, and FOIA								
	Support Services in accordance with Section 5.4 of the Performance Work								
	Statement (PWS), the attached documents and all other requirements listed in this document.								
	FOB: Destination								
	R499 TOT ESTIMATED PRICE								
	CEILING PRICE								
ITEM NO	SUPPLIES/SERVICES	ESTIMATED	UNIT	UNIT PRICE	AMOUNT				
1004		QUANTITY 1,872	Hours						
OPTION	AARO Support Services								
	LH The contractor shall provi	de Data Architecti	ure Support S	ervices in accordance					
	with Section 5.5 of the Per	The contractor shall provide Data Architecture Support Services in accordance with Section 5.5 of the Performance Work Statement (PWS), the attached							
	documents and all other requirements listed in this document. FOB: Destination								
	R499								
	TOT ESTIMATED PRICE CEILING PRICE								
ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT				
1005		1,872	Hours						
OPTION	AARO Support Services LH								
	The contractor shall provide Planning, Programming, Budgeting and Executive								
	Support Services in accordance with Section 5.6 of the Performance Work								
	Statement (PWS), the attached documents and all other requirements listed in this document.								
	FOB: Destination								
	R499		TOT I	ESTIMATED PRICE					
		CEILING PRICE							

ITEM NO 1006 Option	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provi Section 5.7 of the Perforn and all other requirements FOB: Destination R499	nance Work Staten	nent (PWS), iment.	AMOUNT
ITEM NO 1007 Option	SUPPLIES/SERVICES AARO Support Services LH The contractor shall provi Section 5.8 of the Perforn and all other requirements FOB: Destination R499	nance Work Staten	nent (PWS), iment.	AMOUNT
ITEM NO 1008 OPTION	SUPPLIES/SERVICES AARO Support Services (LH The contractor shall provi Section 5.9 of the Perforn and all other requirements FOB: Destination R499	de Operations Sup nance Work Staten	nent (PWS), iment.	AMOUNT

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 1009 Lot

OPTION Contractor Travel T&M In accordance with

In accordance with FAR 31.205-46, Travel Cost, the contractor shall provide travel support in accordance with Section 1.6.13 of the Performance Work Statement, attached documents, and all other requirements listed in this document. FOB: Destination

> TOT ESTIMATED PRICE CEILING PRICE

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
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-6

Inspection--Time-And-Material And Labor-Hour

MAY 2001

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 25-JUL-2022 TO 24-JUL-2023	N/A	OUSD(I&S) C&SP MARK SANFORD 5000 DEFENSE PENTAGON ROOM 3A666 WASHINGTON DC 20301-5000 703-695-4425 FOB: Destination	HQ0208
0002	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0003	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0004	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0005	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0006	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0007	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0008	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0009	POP 25-JUL-2022 TO 24-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1001	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1002	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1003	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1004	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1005	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

1006	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1007	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1008	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1009	POP 25-JUL-2023 TO 24-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <u>https://wawf.eb.mil/</u> 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): Submit Invoice 2 N 1 (Services only).

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher. The Contractor shall submit cost vouchers using the DoDAACs provided in the Routing Table below. In addition, the cost voucher shall also include the DCAA DODAAC under the "DCAA Auditor DODAAC" entry in WAWF.

(ii) For fixed price line items-

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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*
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0768
Issue By DoDAAC	HQ0034
Admin DoDAAC**	HQ0034
Inspect By DoDAAC	HQ0208
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HQ0208
Service Acceptor (DoDAAC)	HQ0208
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47 for LH and T&M CLINs
Other DoDAAC(s)	N/A

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

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

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

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

WAWF Email Notifications. The Contractor shall enter the email addresses identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system:

Technical POC / Contracting Officer's Representative (COR): To Be Determined at Award Contract Specialist: <u>rainie.wells.civ@mail.mil</u> Contracting Officer: jacqueline.g.verrine.civ@mail.mil

(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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	II INI 2020
		JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6 52.203-7	Restrictions On Subcontractor Sales To The Government Anti-Kickback Procedures	JUN 2020
52.203-15		JUN 2020
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	1JUN 2010
52.203-17		LILINI 2020
52.205-17	Contractor Employee Whistleblower Rights and Requiremen	1 JUN 2020
52.203-19	To Inform Employees of Whistleblower Rights Prohibition on Requiring Certain Internal Confidentiality	JAN 2017
52.205-19	Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-2	Printed or Copied Double-Sided on Postconsumer Fiber	MAX 2021 MAY 2011
52.204-4	Content Paper	MAT 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier	JUN 2020
52.204-10	Subcontract Awards	JUN 2020
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-12	System for Award Management Maintenance	OCT 2018
52.204-15	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Reporting	AUG 2020
52.204-19	Incorporation by Reference of Representations and	DEC 2014
52.204-17	Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and	NOV 2021
52.204 25	Services Developed or Provided by Kaspersky Lab and Other	
	Covered Entities	
52.204-25	Prohibition on Contracting for Certain Telecommunications	NOV 2021
	and Video Surveillance Services or Equipment	110 1 2021
52.209-6	Protecting the Government's Interest When Subcontracting	NOV 2021
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	OCT 2018
	Responsibility Matters	
52.215-8	Order of PrecedenceUniform 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-	- JUN 2020
	Modifications	
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing DataModifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-20 Alt III	Requirements for Certified Cost or Pricing Data and Data	OCT 1997
	Other Than Certified Cost or Pricing Data (NOV 2021) -	
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52.215-21	Requirements for Certified Cost or Pricing Data and Data	NOV 2021
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52.215-22	Limitations on Pass-Through ChargesIdentification of	OCT 2009
	Subcontract Effort	
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	NOV 2021

52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	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	DEC 2010
	Relations Act	
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
	While Driving	
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain	
	Activities or Transactions Relating to Iran Representation	
	and Certifications.	
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright	JUN 2020
	Infringement	
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-4	Federal, State, And Local Taxes (State and Local	FEB 2013
	Adjustments)	
52.230-3 (Dev)	Disclosure and Consistency of Cost Accounting Practices	JUN 2020
D D S C D N ISIN	(DEVIATION 2018-00015)	
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	NOV 2021
	Subcontractors	
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
	Vegetation	
52.237-3	Continuity Of Services	JAN 1991
52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-3	ChangesTime-And-Material Or Labor-Hours	SEP 2000
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services)	
	(Short Form)	
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber	DEC 2019
	Incident Reporting	
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252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense	JAN 2021
	Telecommunications Equipment or Services	
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7021	Contractor Compliance with the Cybersecurity Maturity	NOV 2020
252.201 /021	Model Certification Level Requirement	1101 2020
252.204-7022	Expediting Contract Closeout	MAY 2021
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
252.209-7004	The Government of a Country that is a State Sponsor of	MAT 2019
252 215 2002	Terrorism	DECANA
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7997 (Dev)	Requirements for Certified Cost or Pricing Data and Data	AUG 2020
	Other Than Certified Cost or Pricing Data - Modifications -	
	Section 890 Pilot Program. (DEVIATION 2020-00020)	
252.225-7001	Buy American And Balance Of Payments Program Basic	MAR 2022
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7053	Representation Regarding Prohibition on Use of Certain	AUG 2021
	Energy Sourced from Inside the Russian Federation	
	(DEVIATION 2019-00006)	JAN 2019
252.225-7979 (Dev)	Additional Access to Contractor and Subcontractor Records	DEC 2017
	in the United States Central Command Theater of Operations	
	(DEVIATION 2018-00008)	
252.226-7001	Utilization of Indian Organizations and Indian-Owned	APR 2019
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving	DEC 2018
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors	APR 2020
	Prohibition on Fees and Consideration	
252.237-7010	Prohibition on Interrogation of Detainees by Contractor	JUN 2013
	Personnel	
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
	Property	
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
252.247-7023	Transportation of Supplies by Sea	FEB 2019
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CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour/Time-and-Materials contract resulting from this solicitation.

(End of provision)

52.216-30 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—OTHER THAN COMMERCIAL ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION (NOV 2021)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by--

(1) The offeror;

(2) Each subcontractor; and

(3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control--

(1) Shall not include profit for the transferring organization; but

(2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of "commercial service" at Federal Acquisition Regulation 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least 10 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 <u>24</u> <u>months</u>.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-00008) (SEP 2021)

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

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

 Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to-

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

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

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

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

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

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii); (5) Orders, regardless of dollar value, that are—

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

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

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

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

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

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:

(i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts

will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract; (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including

volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concern participating in the HUBZOne joint venture: .] Each HUBZone small business concern participating in the HUBZOne joint venture shall submit a separate signed copy of the HUBZONE representation.

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

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Jacqueline Verrine 4800 Mark Center Drive, Suite 09F09-02 East Alexandria, 22350 VA US

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

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a

protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

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):

FAR: https://www.acquisition.gov/browse/index/far DFARS: https://www.acquisition.gov/dfars

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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)

252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES (JUL 2021)

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

First-tier subcontract means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report annually, by October 31, at https://www.sam.gov, on the services performed under this contract or order, including any first-tier subcontracts, during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information for the contract or order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the contract or order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the contract or order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (OCT 2018)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Richmond District Office 400 N 8th Street, Suite 1150 Richmond, VA 23219 (b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Performance Work	27	07-JUL-2022
	Statement		
Attachment 2	NDA OCI	5	21-JUN-2022
Attachment 3	Form DD 254	11	21-JUN-2022

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To	SEP 2007
	Influence Certain Federal Transactions	
52.203-18	Prohibition on Contracting With Entities That Require Certain	1JAN 2017
	Internal Confidentiality Agreements or Statements	
	Representation	
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-11	Representation by Corporations Regarding Delinquent Tax	FEB 2016
	Liability or a Felony Conviction under any Federal Law	
52.209-13	Violation of Arms Control Treaties or Agreements	NOV 2021
	Certification	
52.222-18	Certification Regarding Knowledge of Child Labor for Listed	FEB 2021
	End Products	
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.225-25	Prohibition on Contracting with Entities Engaging in Certain	JUN 2020
	Activities or Transactions Relating to Iran Representation	
	and Certifications.	
52.229-11	Tax on Certain Foreign ProcurementsNotice and	JUN 2020
	Representation	
252.203-7005	Representation Relating to Compensation of Former DoD	NOV 2011
	Officials	
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.215-7010 (Dev)	Requirements for Certified Cost or Pricing Data and Data	AUG 2020
	Other Than Certified Cost or Pricing Data. (DEVIATION	
	2020-O0020)	
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7015	Performance-Based PaymentsRepresentation	APR 2020
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020

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 541611.

(2) The small business size standard is \$21.5M.

(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 womenowned 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.]

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

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

X (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

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)

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

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

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<u>https://www.sam.gov</u>) 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021) - ALTERNATE I (SEPT 2015)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$21.5M.

(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 (i.e., nonmanufacturer), 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 womenowned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [___] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [___] is, [___] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____--.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

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

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____--.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [____] is, [___] is not a service-disabled veteran-owned small business concern.

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

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

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged womenowned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(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) (<u>https://www.sam.gov</u>) 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 <u>https://www.sam.gov</u> 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)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

Washington Headquarters Services (WHS) is releasing this solicitation electronically only, via email. This electronic version of the Request for Proposal (RFP) is the official version for this acquisition. No hard copy of this solicitation will be issued. The Offeror shall submit its proposal electronically and ensure its proposal conforms with FAR 15.403-5-"Instructions for Submission of Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing" and 15.408 Table 15-2 "Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required". Prior to award, the offeror must submit a Certificate of Current Cost or Pricing Data under the conditions stated in FAR 15.406-2.

The Offeror shall submit documentation illustrating its approach for satisfying the requirements of this solicitation. The proposal must be clear, coherent, and prepared in sufficient detail for effective evaluation of the Offeror's proposal against the evaluation criteria. The documentation shall address all aspects of this solicitation and include the Offeror's approach to performing and satisfying the requirements specified in the Performance Work Statement (PWS).

Submit Proposal To:

Rainie Wells Contract Specialist Email: <u>rainie.wells.civ@mail.mil</u>

Jacqueline Verrine Contracting Officer/Team Lead Email: jacqueline.g.verrine.civ@mail.mil

A. PROPOSAL VOLUME REQUIREMENTS

The following are descriptions of the information that shall be provided with the proposal.

PAGE LIMITS
No Page Limit
Maximum of 15 pages. No page limit for resumes, submitted.
No Page Limit

B. INSTRUCTIONS FOR PROPOSAL SUBMITTAL – GENERAL

FAR 15.408(l)(1) – and Instructions for Proposal Submittal: Proposals submitted in response to the solicitation shall be formatted as follows:

(1) **Text** – Text shall be single-spaced with a one-inch margin all around. Pages shall be numbered consecutively.

(2) **Font Size** – Font shall be Times New Roman or Arial with a minimum of 10-point font size and a maximum of 12-point font size. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, though not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

(3) Labeling – The number of pages shown in the table above should be submitted in electronic format. Responses to Technical Approach & Capability, and Price shall be in separate electronic folders (files). A cover letter shall be inserted in each folder (file), clearly marked as to the RFP identification, date of submittal, acknowledgement of any amendments, the Offeror's name, address, Taxpayer ID number, CAGE code, and the Offeror's POC name, phone, and email. The cover letter shall not count against any page limitation. Pages that exceed the maximum page length above shall not be evaluated or considered by the Government. Documents incorporated by reference or as attachments to the proposal shall be included in the overall maximum page lengths and not considered or evaluated if they exceed the maximum pagelength.

(4) **Pricing Data** –All pricing information shall appear in the contract line item number (CLIN) Structure (SF 33) and the "Price Schedule" Pricing is subject to FAR15.406-2- "Certificate of Current Cost or Pricing Data", & FAR 15.408 "Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data are Required" and "Labor Categories" in MS Excel Format.

(5) **Electronic Submission** – Proposals shall be submitted directly to Rainie Wells, Contract Specialist <u>at</u> <u>rainie.wells.civ@mail.mil</u>; and Jacqueline Verrine, Contracting Officer at <u>jacqueline.g.verrine.civ@mail.mil</u>.

The proposal due date and time is Thursday, July 14, 2022 at 10:00 AM, (Eastern Daylight Time). Ensure that the solicitation number and project name are stated in the subject line. The proposal volumes shall be submitted as email attachments. Text and graphics portions of the electronic copies shall be in a format readable by Adobe (.PDF) or MS Word (2010 or later). Data submitted in spreadsheet format shall be readable by Adobe (.PDF) or MS Excel (2010 or later).

C. INSTRUCTIONS FOR PROPOSAL SUBMITTAL - PROPOSAL VOLUMES

1) ADMINISTRATIVE (VOLUME I)

The offeror shall present all cover letters, certifications, and completed Provisions in this Volume (see the Table in Paragraph A of this section).

2) TECHNICAL (VOLUME II)

Technical – Technical Approach & Capability

The offeror shall submit sufficient information for the Government to make a comprehensive evaluation of the offeror's technical approach and capability in meeting the requirements listed in the PWS for successful performance. The proposal shall include a personnel matrix outlining personnel titles, PWS tasks assigned, labor category, clearance level; number of hours proposed; position duties/responsibilities; and experience performing the assigned PWS tasks. The proposal shall describe the offeror's approach for providing complete quality control plans and demonstrate the offeror's approach for providing the corporate resources necessary to ensure and maintain service quality levels, staffing levels, and training and risk management. The staffing section should demonstrate how the Offeror will ensure personnel coverage during

absences (sick and personal leave of employees). This section must also address the Offeror's ability to meet security requirements.

Resumes: The offeror shall submit resumes for all proposed personnel, listing the individual's name, education, experience, and certifications. Each resume shall specify which PWS tasks the individual will perform, and it shall specify the individual's proposed duties and responsibilities.

3) PRICE (VOLUME III)

The offeror shall propose a Labor-Hour price for the contract by submitting Price Volume III that is subject to FAR 15.406-2 "Certificate of Current Cost or Pricing Data" & FAR 15.408, Table 15-2 "Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required." The contractor shall also complete DFARS 252.215-7009 – Proposal Adequacy Checklist.

Volume III – Price, shall include an Excel workbook containing: proposed labor categories and position titles; the number of labor hours, and proposed labor rates. For each proposed labor category, the offeror shall provide a price breakout that includes the unburdened hourly labor rate (Direct Labor Rate), G&A, Overhead, Fringe, Profit/Fee; and a fully burdened (hourly labor rate). Volume III – Price, shall also include a Word document that explains the basis for the proposed labor categories, hours and rates. All pricing shall be traceable to the CLINs and PWS task areas.

The Excel workbook shall contain three (3) worksheets as follows: Tab 1 - Price Schedule, Tab 2 – Labor; and Tab 3 – Subcontractor Costs. Price proposal shall identify individual cost elements such as profit, G&A, Fringe, Overhead, Price (without profit), and Total Price (inclusive of profit).

Tab 1- Price Schedule shall include the following elements:

- (1) All CLINs and descriptions.
- (2) The quantity, unit, unit price and total price for each contract line item
- (3) The sub-total for each performance period
- (4) The total overall price.

Tab 2- Labor Categories shall include the following elements:

- (1) All CLINs and descriptions.
- (2) The labor category(s) associated with each line item
- (3) The number of Full-Time employees (FTEs), direct labor rate, G&A, Fee, Overhead, Fringe, fully- burdened unit price (hourly rate), labor hours and price associated with each labor category.
- (4) The sub-total for each performance period.
- (5) The total overall price. (Contract total for: Direct Labor, Fringe Cost, Overhead, Subcontractor Cost and Total G&A)

Tab 3 – Labor Categories shall include the following elements:

- (1) Total subcontractor costs including all required elements of Tab 2
- (2) A comparison of subcontractor costs as a percentage of total contract cost

NOTE:

ODC Cost: The Contractor shall not propose ODC costs. This cost will be predetermined by the Government and established at time of award.

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Unique Entity Identifier	OCT 2016
52.247-6	Financial Statement	APR 1984
252.215-7010 Alt I	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (JUL 2019) -	JUL 2019
	Alternate I	

CLAUSES INCORPORATED BY FULL TEXT

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

	<u>REFERENCES</u>	SUBMISSION ITEM	<u>PROPOSAL</u> <u>PAGE No.</u>	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS	3	
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?	,	
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		

PROPOSAL ADEQUACY CHECKLIST

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	<u>REFERENCES</u>	<u>SUBMISSION</u> <u>ITEM</u>	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		

	<u>REFERENCES</u>	SUBMISSION ITEM	<u>PROPOSAL</u> <u>PAGE No.</u>	If not provided EXPLAIN (may use continuation pages)
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross- referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross- referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
		COST ELEMENTS		
		MATERIALS AND SERVICES		
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or		

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		performed by others, identifying as a minimum the item, source, quantity, and price.		
		SUBCONTRACTS (Purchased materials or se	ervices)	
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
	EX	CEPTIONS TO CERTIFIED COST OR PRICE	ING DATA	
18.	FAR 52.215-20 FAR 2.101, "commercial item"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not		

	REFERENCES	SUBMISSION ITEM	<u>PROPOSAL</u> <u>PAGE No.</u>	If not provided EXPLAIN (may use continuation pages)
		exceeding the thresholds in FAR 15.403- 1(c)(3)(iii)(B)? c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
		INTERORGANIZATIONAL TRANSFE	RS	
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205- 26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
		DIRECT LABOR		
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		

	<u>REFERENCES</u>	<u>SUBMISSION</u> <u>ITEM</u>	<u>PROPOSAL</u> <u>PAGE No.</u>	If not provided EXPLAIN (may use continuation pages)
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
		INDIRECT COSTS		
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
OTH	ER COSTS		ļ	ļ
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
	FOR	MATS FOR SUBMISSION OF LINE ITEM S	UMMARIES	
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		

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	<u>REFERENCES</u>	SUBMISSION ITEM	<u>PROPOSAL</u> <u>PAGE No.</u>	If not provided EXPLAIN (may use continuation pages)
		OTHER		
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance- Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD EVALUATION FACTORS FOR AWARD

1. BASIS FOR CONTRACT AWARD:

The Government intends to award a contract resulting from this solicitation to the sole offeror, provided the offer conforms to the solicitation's terms and conditions and is most advantageous to the Government, price and factors considered. The Government may reject the sole offer if it is not in compliance with the terms and conditions of the solicitation, or if the Contracting Officer is unable to determine the proposed prices fair and reasonable. If the Offeror takes exception to any of the terms and conditions the offer may be rejected and/or be considered ineligible for award.

2. EVALUATION FACTORS

Proposals shall be evaluated on the factors listed below.

Evaluation Factors:

Factor 1 – Technical Approach Factor 2 – Price

FACTOR 1 – TECHNICAL APPROACH:

The Government will evaluate the adequacy of the Offeror's approach including staffing, completeness and understanding of the requirements specified in the solicitation and all attached documents, including the Performance Work Statement (PWS), as demonstrated by the proposed technical approach and capabilities. The proposal shall be sufficiently complete to demonstrate how the Offeror will comply with Government tasking and requirements throughout the performance period. Data previously submitted, or presumed to be known, i.e., descriptions of previous projects performed for the Government, cannot be considered as a part of the proposal unless physically incorporated in the proposal. Clarity, completeness and conciseness are essential.

The evaluation will consist of assessing a proper staffing approach to meet the Government's requirements and how the Offeror plans to manage unexpected turnover due to promotions, employees leaving the company, extended illnesses, military duty, etc., and how that plan minimizes the impact on contract performance. The evaluation will assess the Offeror's proposed approach to implementing, managing, and administering programs similar in scope and complexity specified in the PWS.

TECHNICAL ACCEPTABILITY: See the Description of the Technical Rating Listed Below.

Rating	Description	
Acceptable	Proposal/quotation clearly meets the minimum requirements of the solicitation.	
Unacceptable	Proposal/quotation does not clearly meet the minimum requirements of the solicitation.	

Table A-1. Technical Rating

FACTOR 2 - PRICE:

The Government will evaluate price reasonableness using price analysis techniques in FAR 15.404-1(b). The Government will determine if the offeror's proposed price reflects the offeror's understanding of the requirements and if the proposed price is consistent with the offeror's proposal. The evaluated price is the sum of the pricing for the base year and the six-month extension authorized by FAR 52.217-8.

For the purposes of price evaluation, the phrase "all option periods" in this section includes the total of the base period and all options including a potential six-month extension of services under FAR clause 52.217-8. Half the

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amount proposed for the last option period will be utilized for the evaluation of the six-month extension. However, in the event that the Government wishes to invoke FAR clause 52.217-8, the rates that will be used for the extension are that correspond to that current contract year.

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52.217-5 Evaluation Of Options

JUL 1990